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THE c#
English Clerk's
INSTRUCTOR,

In the PRACTICE of the
Court of KING'S BENCH,
AND
COMMON PLEAS.

VIZ.

In Filling up, and Suing out WRITS of the first Proceſs; in Drawing *Declarations, Pleas,* and *Demurrers*; Making up *Issues,* and *Paper-Books*; Engroſſing *Records*; Entering of *Judgments*; Suing out WRITS of *Execution*; WRITS of *Error, Originals, Outlawries, &c.* And in paſſing of *Fines.*

And ſeveral other MATTERS neceſſary for the
Practice of an ATTORNEY.

To which are added,
Several Choice PRECEDENTS of DECLARATIONS.
Never before Printed.

By DANIEL READING, Attorney at Law.

VOL. II.

In the SAVOY: 12.

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THE
AUTHORITY
AND
JURISDICTION
OF THE
Court of COMMON PLEAS.

THE Jurisdiction of this Court is Com. Pleas.
General, and extends itself throughout *England*, in like manner as the *King's Bench*; but this Court is fixt, and must be held in a Place certain, and does not follow the King, as the *King's Bench* formerly did. It holds Pleas of all Civil Causes at Common Law, between Subject and Subject, in Actions real, personal, and mixt.

Real Actions, such as concern Inheritance, by which Fines and Recoveries pass, and all others by Original Writ; Personal Actions of Things transitory, as Money, Goods, Chattel Personal, &c. Mixt Actions partaking of the Nature of both, as *Ejectione firmæ*, *Quare Impedit*, *Waste*, wherein is recovered not only the Land, or Personage,
Vol II. B but

Officers of the Common Pleas.

Com. Pleas. but likewise Damages for Detainer, Disturbance in Presentation, &c. Actions popular, as *Decies tantum*, *Champerty*, *Maintenance*, &c. are cognizable by this Court. Actions Penal, as Actions for Debt, &c. upon any Statute which gives a Penalty for the Breach thereof to those who will sue for the same.

Regularly this Court cannot hold any Plea in Actions real, personal, or mixt, but by an Original Writ out of the Court of Chancery, returnable in this Court, unless it be by Bill, for, or against any Officer, or other privileged Person of the Court. Prohibitions to keep inferior Courts in due Bounds, &c.

In personal and mixt Actions, this Court, and the *King's Bench*, have for the most Part a concurrent Jurisdiction, but none are admitted to plead at the Bar of this Court, but Serjeants at Law. This Court hath no Cognizance of Pleas of the Crown.

The Judges are,

Judges. The Lord Chief Justice, and three other Justices. Their Patents are *Quam diu se bene gesserint*, so long as they behave themselves well.

Clerks and Officers.

*Custos bre-
vium.*

The *Custos brevium*, (the Keeper of the Writs,) is the chief Clerk in this Court; he receives and keeps all Writs returnable here, filing each Return by itself, and at the End of every Term receives from the Prothonotaries all the Records of *Nisi prius*, or *Postea's*, (which were first brought by the Clerk of
Affize

Officers of the Common Pleas.

3

Com. Pleas.

Affize of every Circuit to the Prothonotary, who entered the Issue, who gets the Clerk of the Judgments to enter up Judgment thereon, and then the Prothonotary gets of the Court a peremptory Day for each Party to speak in Arrest of Judgment; which being past, he enters the *Verdict* and *Judgment* thereon in the Rolls of Court,) and at the End of every Term, the Clerk of the Judgments delivers to the *Custos brevium*, all Records of *Nisi Prius* come in that Term, who filing the Records together, carries them into the Treasury of the Records. He also enters the Writs of Covenant, and Concord of all Fines, and makes out Exemplifications and Copies of all Writs and Records thereupon; and also the Foot of every Fine filed with him, after every Fine is Engrossed: The Parts thereof are divided between him and the Chirographer, whereof the Chirographer keeps the Writ of Covenant, and the Note of the Fine, and the *Custos brevium* keeps the Concord, and the Foot thereof, on which Foot the Chirographer causes the Proclamations to be Endorsed, when they are proclaimed.

The Prothonotaries of this Court are three, *Prothonotaries* and each in his Office, Enters and Enrolls all Declarations, Pleadings, Affizes and Judgments, and all other Entries of the Clerks and Attornies belonging to each of the Offices, the same Term the Appearance, &c. is made. They make out all Judicial Writs, *Venire Facias*, *Habeas Corpus*, *Writ of Execution* and *Seizin*, *Writs of Privilege*, to remove Causes from inferior Courts, where the Party

Officers of the Common Pleas.

Com. Pleas. has Cause of Privilege, and *Habeas Corpus cum Causa*, *Procedendo*, *Scire Facias*, *Writs of Enquiry of Damages*, and all Process upon *Prohibitions*, *Audita Querela's*, *False Judgment*. They also Enroll all Recognizances acknowledged here, (except Recognizances on Bail, and Original Writs, which is done by the Filacer,) and all common Recoveries, and may make Exemplifications of any Record of the same Term, before the Rolls are delivered out of their Hands.

Secondaries. Each Prothonotary has a Secondary, who are Assistants to them in the Execution of their Office.

Clerk of the Warrants. The Clerk of the Warrants, enters all Warrants of Attorney for Plaintiff and Defendant, and all Deeds of Indenture of Bargain and Sale, acknowledged in Court, or before any Judge thereof out of Court, and Estreats into the Exchequer, all Issues, Fines, and Amerciaments, which any way grow due to the King in this Court.

Clerk of the Eſsoins. The Clerk of the Eſsoins keeps the Roll thereof, wherein he Enters them, and exemplifies Non-Suits and Eſsoins, for which certain Fees are appointed. He also provides Parchment, and cuts it into Rolls, marking the Numbers thereon, which he delivers out, and receives again, after they are written, and makes them up in Bundles, or files each Term.

The Filacers. There are several Filacers, among whom the several Counties in *England* are divided; they make out all Mesne Process, between the Original Writ and the Declaration; but where it is an Attachment, or Bill of Privilege,

Officers of the Common Pleas.

5

ledge, Prohibition, or the like, that is wholly in the Prothonotary's Office ; and where the Defendant is summoned, or re-summoned, they issue out Distress infinite till Appearance. They make out all Writs of *View*, and Writs of *Supersedeas*, where the Defendant appears in their Office after a *Capias* awarded ; they may also Enter Imparances, or General Issues, where the Appearance is Entred with them, and Judgments by Confession thereupon, before Issue joined, and Writs of Execution on the same ; but if it be after a Verdict, though they enter the Issue, yet the Prothonotary must Enter the Judgment.

The Exigenters are four, who make all *Exigents and Proclamations*, in order to an Outlawry.

The Clerk of the Juries makes out all *Habeas Corpora Juratorum*, for summoning Juries to appear either in Court, or at the Assizes, after the Pannel is returned by the Sheriff on the *Venire Facias*, and Enters in his Rolls the Awarding of the said Writs, and makes all Continuances till the Verdict is given.

The Chirographer, by his Deputy, Engrosseth all Fines upon Writs of Covenants, and maketh a perpetual Record thereof after they are passed through the other Offices ; and makes and delivers Indentures of them to the Parties : And another Part, called the *Foot of the Fine*, containing the Effect thereof, he makes and delivers to the *Custos breviarum*. He also by himself, or Deputy, proclaims all the Fines in Court every Term,

Officers of the Common Pleas.

Com. Pleas. according to the Statute, and then repairing to the *Custos Brevium* Office, he there endorses the Proclamations on the Foot, and always keeps the Writ of Covenant, and the Note of the Fine.

Clerk of the King's Silver.

The Clerk of the King's Silver, to whom all Fines are brought, after they have been with the *Custos Brevium*; he also enters by Way of Abstract in a Paper-Book, the Substance of the Writ of Covenant, according to which Notes, all Fines are entered on Record in the Rolls of the Court every Term.

Clerk of the Errors.

The Clerk of the *Errors*, who certifies into the Court of *King's Bench*, all Records upon *Writs of Error*, returnable in that Court; he also makes all Writs of *Superfedeas*, *Non Molestando*, &c. granted for the Defendant pending a Writ of Error.

Clerk of the Treasury.

The Clerk of the *Treasury* hath the keeping of the Records of the Court, and makes up and Seals all Records of *Nisi Prius*; takes Fees for all Searches in the Treasury, and makes all Exemplifications of Records lodged in the Treasury; and all Copies of *Issues*, *Imparlances* and *Judgments*; and of all *Informations* and *Recognizances on Record*, in the Treasury: He is a Servant of the Lord Chief Justice, and removeable at his Pleasure.

Clerk of the Seal.

The Officers before mentioned are for Life. The Clerk of the Seal, Seals all Writs Judicial and Ministerial, and also of the *Mesne Process* made by the Filacers; also Writs of Outlawry and *Superfedeas*, and all Patents and Exemplifications, and takes Fees for the same.

The

Officers of the Common Pleas.

7

The Clerk of the Outlawries is only a ^{Com. Pleas.} Clerk of the ^{Outlawry.} Servant to the Attorney-General, for making out the *Capias Utlegatum*, after Outlawry; and the Attorney-General's Name is to every one of these Writs.

The Clerk of the Inrollments returns all ^{Clerk of the Inrollments.} Writs of Covenant upon all Fines whatsoever; as also all Writs of Entry, Summons, and Seizin, upon common Recoveries, as Deputy on Record, appointed by the Court for all the Sheriffs of *England*. He also enrolls all Fines and Recoveries with every Writ and Entry belonging thereunto severally; and at the Request of the Party exemplifies the same.

The Common Pleas.

In the Court of *Common Pleas*, a young Clerk will have but little to do in filling up Writs for the first Process, there being proper Officers for that Purpose, as the Curfitors, Filacers, &c. But before we proceed to such Things as will be his chief Employment, it may be proper to observe, That the Instructions for the first commencing a Suit in the Court of *Common Pleas*, is by *Precipe* and *Pone*, which he must draw on Paper after the following Manner, and it serves both for the *Original* and the *Capias*, being delivered to the Filacer of the County.

The *Original* is the Warrant to every *Capias*, and the Return of the *Original* is the *Teste* of the *Capias*: But if you set down the Return of your *Capias*, the Filacer of Course takes Care for the rest.

Of Precipe's.

Of P R E C I P E ' S.

A Special Precipe in Debt.

Middlesex, to wit. Command *CD*, late of *Westminster*, Gent. (*otherwise called*, if any,) that he render to *AB* forty Pounds, which he owes him, and unjustly detains.

Capias returnable in the Morrow of
All Souls.

Daniel Reading:

Alias Dictus.

Note, If it be upon a Specialty, as Bond, Bill, &c. you must draw your *Precipe* with an *otherwise called*, as in the Bond, or Bill literally; or, if it be upon an Indenture, the *otherwise called* must be recited literally as in the Indenture.

The Special Capias in Debt.

George the Second, by the Grace of God, of *Great Britain, France and Ireland*, King, Defender of the Faith, &c. To the Sheriff of *Middlesex*, Greeting. We command you, that you take *CD*, late of *Westminster* in your County, Gent. (*otherwise called*, &c.) if he shall be found in your Bailiwick, and him safely keep, so that you may have his Body before our Justices at *Westminster*, on the Morrow of *All Souls*, to answer to *AB*, Gent. of a Plea, that he render to him forty Pounds, which he owes him, and unjustly detains,

Of Precipe's.

9

detains, as it is said, and have there this Com. Pleas.
Writ. Witness *R Eyre*, at *Westminster*, —
Day of — in the sixth Year of our Reign.
Reading, *Eyre.*

Note, If the Action beailable, and you would hold the Defendant to Bail, the Plaintiff must make an Affidavit of the Debt if it be Ten Pounds, or above, according to the Act 12 Geo. 1. and then the Filacer will Endorse the Sum mentioned in the Affidavit on the Back of the Writ, in this manner.

Bail for Twenty Pounds on the Plaintiff's Affidavit.

In a Writ you may have four Defendants, yet you can have but one Plaintiff, unless it be in a joint Action.

If you would have several Defendants in one Original, draw your *Precipe* thus.

Middlesex, to wit, Command *C D*, late of *Islington*, in thy County, Gent. (*otherwise called*, if any,) that he render to *A B*, fifty Pounds. Command *E F*, late of, &c. that he render, &c. forty Pounds.

Returnable in the Morrow of *All Souls*.

The Special Capias thereupon.

George, &c. To the Sheriff of *Middlesex*, Greeting. We command you, that you take *C D*, late of *Islington*, in your County, Gent. (*otherwise called*, &c.) and *E F*, late of, &c. if they shall be found in your Bailiwick, and them safely keep, so that you have their Bodies before our Justices at *Westminster*,

Com. Pleas. *minster*, in the Morrow of *All Souls*, to answer to *AB*, of a Plea, that the aforesaid *C* render to him fifty Pounds, which he owes him, and unjustly detains. And that the aforesaid *E* render to him forty Pounds, which he owes, and unjustly detains, as it is said. And have, (*as before*.)

Note, That all Precipe's *that he render*, are fineable, if above forty Pounds to a hundred Marks, six Shillings eight Pence; from a hundred Marks, to a hundred Pounds, ten Shillings, and so on; for which, see the Proceedings by Original in the *King's Bench*.

If you would avoid the Fine, draw a *Pone* for a *Capias* only in Debt, after this manner.

Pone in Debt.

Middlesex, to wit. If *AB*, hath made thee secure, for prosecuting his Claim, then put by Gages and safe Pledges, *CD*, late of *Islington*, in thy County, Gent. And also in Debt for forty Pounds, returnable in the Morrow of *All Souls*.

The Capias thereupon.

George, &c. To the Sheriff of *Middlesex*, Greeting. We command you, that you take *CD*, late of *Islington*, in your County, Gent. and *John Doe*, if they shall be found, (*as before*,) to answer unto *AB*, of a Plea, wherefore by Force and Arms they broke the Close of him *AB*, at *Westminster*, and other Enormities to him did, to the grievous Damage of him *AB*, and against our Peace.
And

And also that the aforesaid *C* may answer *Com. Pleas.* to the same *A*, according to the Custom of our Court of Common Bench, in a certain Plea of Debt upon Demand of forty Pounds. And have, &c.

If *alias* or *pluries Capias*, you say, We command thee, as we have otherwise commanded you, that you take, &c.

*Pone in Case for Book - Debts,
Promises, &c.*

Middlesex, to wit, If *A B* hath made, &c. put, &c. *CD*, late of, &c. And also in Case for twenty Pounds, returnable on the Morrow of *All Souls*.

The Capias.

George, &c. To the Sheriff, &c. And also that the aforesaid *C* may answer to the same *A*, according to the Custom of our Court of the Common Bench, in a certain Plea of Trespas upon the Case, upon Promise to the Damage of him *A*, twenty Pounds. And have, &c.

But if you have Three or Four Defendants, who are indebted in several Sums of Ten Pounds, or above, to the Plaintiff, both in Debt and Case you say.

And also separately to answer the same *A B*, according to the Custom of our Court of Common Bench, (to wit,) the aforesaid *C*, in a certain Plea of Trespas upon the Case, upon Promise to the Damage of him *A* Forty Pounds, the aforesaid *E* in the like Plea,

Of Precipe's.

Com. Pleas. Plea, to the Damage of him *A* Twenty Pounds, and the aforesaid *G*, in a certain Plea of Debt upon Demand, for Twenty Pounds. And have, &c.

Pone in Trespass.

You are not limited to any Number of Defendants in a Clausum Fregit.

Middlesex, to wit. If *A B* hath made, &c. then put, &c. *CD*, late of *W*, in thy County, Gentleman, *EF, GH, IK, LM*, of a Plea, wherefore with Force and Arms they broke the Close of him *A*, at *W*, and other Enormities to him did, to the grievous Damage of him *A*, and against the Peace, &c.

Returnable in three Weeks of *Trinity*.

Or thus, in short.

Broke the Close at *W*, returnable in three Weeks of *Trinity*.

The Capias.

George, &c. To the Sheriff of *M*, Greeting. We command you, that you take *CD*, late of, &c. (*as before*) in three Weeks from the Day of the *Holy Trinity*, to answer *AB* of a Plea, wherefore, with Force and Arms they broke the Close of him *A*, at *W*, and other Enormities to him did, to the grievous Damage of him *A*, and against our Peace, &c.

Upon this *Clausum Fregit* you may declare as you please, it being only to bring the Party into Court.

Note,

Note, If you have an Occasion to prosecute *Qui tam* upon a penal Statute, some Filacers insist that 'tis fineable. Com. Pleas.

But upon a *Lattitat* in the *Kings Bench*, no Fine is demanded, and 'tis made only in *Trespafs*. See before.

No *Qui tam* holds to special Bail.

Precipe in Assault and Battery.

London, to wit. If *AB* hath made, &c. put, &c. *CD*, late of *L*, Yeoman, of a Plea, why with Force and Arms he made an Assault upon him *A*, at *L*, and him beat, wounded, and evilly treated, so that he despaired of his Life, and other Enormities to him did, to the great Damage of him *A*, and against the Peace, &c.

Or in short.

Of a Plea of *Trespafs* and *Assault*, returnable in three Weeks of Saint *Michael*.

Capias in Assault.

George, &c. To the Sheriff of *L*, Greeting. We command, &c. (*as before*) to answer *AB* of a Plea, wherefore, with Force and Arms he made an Assault upon him *A*, and him *A*, at *L*, beat, wounded, and evilly treated, so that he greatly despaired of his Life, and other Enormities to him did, to his grievous Damage, and against our Peace, &c. And have, &c.

If

Com. Pleas.

If you would have special Bail upon Assault and Battery, a special Writ will not do it, though the Damages are laid to the Damage of One hundred Pounds; but the way is for the Plaintiff to make Affidavit of the special Damages, and get a Judge's Hand to it for inserting an *Ac etiam*, (and also) in the common *Clausum Fregit* (he broke the Close) but a special Writ may hasten the Trial.

Precipe in Covenant.

Middlesex, to wit. Command *C D*, late of *J*, in the County aforesaid, otherwise called (*as in the Indenture*) to answer to *A B* of a Plea, That he may perform to him the Covenants between them made, according to the Force, Form, and Effect of certain Indentures between them made. Returnable, &c.

Capias in Covenant.

George, &c. To the Sheriff of *Middlesex*, Greeting. We command, &c. (*as before*) before our Justices at *Westminster*, in the Morrow of *All Souls*, of a Plea, That he perform to him the Covenants between them made, according to the Force, Form and Effect of certain Indentures between them executed, &c. And have, &c.

If a Defendant lives within a Liberty which the Sheriff cannot enter upon a *Capias*, you may get the Filacer of the County to make out a *Non omittas* directed to such Liberty where

where the Defendant resides, without your Com. Pleas.
having a *Capias* first from him.

The Non Omittas.

George, &c. To the Sheriff of *Suffex*, Greeting. We command thee that thou do not omit, because of any Liberty of Saint *Etheldred* in your County, but you take (*Defendant*) *Ec.* if they shall be found in your Bailiwick, *Ec.* (*as in others*) and against our Peace. And also (*if any, as in others*) and wherefore you your self hath certified to our Justices at *Westminster*, at a certain Day now past, that the Bailiff of the Liberty aforesaid, to whom, by Virtue of our Writ to thee thereof directed, thou hast commanded that he should take the aforesaid (*Defendant*) gave thee thereof no Answer. And have, *Ec.*

Precipe in Account, as Receiver:

Surrey, to wit. Command *C D*, late of *E*, in the County aforesaid, Gent. That he render to *F G*, his reasonable Accompt for the Time which he was Receiver of the Money of him *F*, &c.

If a Bailiff, then as before, to — for the Time in which he was Bailiff of him *F* in *E*, &c.

If a Bailiff and Receiver, then — for the Time which he was his Bailiff in *E*, and Receiver of the Money of him *F*, *Ec.*

In

In Detinue.

Com. Pleas. *Somerset*, to wit. Command *CD* late of *E*, in the County aforesaid, Yeoman, that he render unto *FG*, one Mare, one Cow (*as the Case requires*) of the Price of Ten Pounds, which from him he unjustly detains, &c.

In Annuity.

Somerset, to wit. Command *CD*, late of *E*, in the County aforesaid, Yeoman, that he render unto *FG*, One hundred Pounds, which to him are in Arrear of a certain Annual Rent of Fifty Pounds, which to him he owes and unjustly detains, &c.

In Ejection.

Middlesex, ss. If *AB* makes, &c. then put, &c. *CD*, late of *E*, in the County aforesaid, Yeoman, to answer the aforesaid *AB* of a Plea, wherefore, by Force and Arms, one Messuage, and twenty Acres of Land, with the Appurtenances in *E*, which *FG* to the aforesaid *A* demised for a Term, which is not yet passed, he hath entered, and him from his Farm aforesaid hath ejected, and other Wrongs, &c. to the grievous Damage, &c. and against the Peace, &c.

But this is not used now, the way being to deliver a Declaration to the Tennant in Possession, as you may observe among the Declarations afterwards.

A special

A special Original to continue an Action, Com. Pleas.
&c. This by the Cursitor.

George the Second, by the Grace of God, ^{Note. When}
of Great Britain, France, and Ireland, King, ^{the Teste of a}
Defender of the Faith, &c. to the Sheriff of ^{Writ will come}
Middlesex, Greeting. If *A B* shall make thee ^{before the}
secure for prosecuting his Claim, then put ^{Cause of Action,}
by Gage and safe Pledges, *J M*, late of the ^{the best}
Parish of Saint Ann, Westminster, in thy ^{Way is to sue a}
County, Gentleman, that he may be before ^{General Writ,}
our Justices at Westminster, in the Morrow of ^{and afterwards}
the Purification of the Blessed Mary, to shew ^{a special Ori-}
why, whereas the aforesaid *John*, on the ^{ginal may be}
twelfth Day of February, in the Year of our ^{had to warrant}
Lord One thousand seven hundred and thirty ^{the Judgment;}
one, at the Parish of Saint Giles in the Fields, ^{but this is not}
had been indebted to the aforesaid George in ^{intended of a}
Forty Pounds of lawful Money of Great Bri- ^{special Capias}
tain, for diverse Goods, Wares and Merchan- ^{from the Fila-}
dizes to the same *John*, by the same George, at ^{cer for Trial}
the special Instance and Request of him *John*, ^{at the next Af-}
before that Time sold and delivered; and ^{fixes, which is}
being so thereof indebted, he the aforesaid ^{yet but a Ca-}
John, in Consideration thereof afterwards, ^{pias, and may}
to wit, the same Day, and Year, and Place, ^{want the}
took upon himself, and to the same George ^{Original}
then and there faithfully promised, that he the ^{Memorandum.}
aforesaid *John*, the same Forty Pounds, when ^{Writs return-}
he should be thereto afterwards required, ^{able in Lon-}
well and faithfully would pay and satisfy ^{don and Mid-}
to the said George. And whereas also the a- ^{dlesex, and}
foresaid *John*, the same Twelfth Day of Februa- ^{Declaration}
ry, in the Year aforesaid, in Consideration that ^{thereupon,}
the aforesaid George, at the special Instance and ^{now the De-}
Vol. II. C Request ^{fendant must}
^{plead to Trial}
^{the same Term.}

Com. Pleas. Request of him *John*, before then had sold and delivered to the same *John*, for the Use of the Earl of *M*, diverse Parcels of Wine, to the Value of other Forty Pounds, took upon himself, and to the same *George* then and there faithfully promised, that he the aforesaid *John*, the same Forty Pounds last mentioned, when thereto afterwards required, would likewise well and faithfully pay and content to the said *George*. Notwithstanding the aforesaid *John* his several Promises and Assumptions aforesaid, in Form aforesaid made, in no wise regarding, but contriving and fraudulently intending the same *George*, in this Behalf, craftily and subtilly to deceive and defraud, the aforesaid several Sums of Money, or any Penny thereof, to the same *George*, he hath not yet paid, nor him for the same any way contented, although to do this, the aforesaid *John* afterwards, to wit, the same Day, Year, and Place abovesaid, and oftentimes since, by the same *George*, he had been required, but that to him hitherto to pay, or for the same any way to content, hath altogether refused, and still doth refuse, to the Damage of him *George* One hundred Pounds, as it is said. And have there the Names of the Pledges, and this Writ. Witness myself, at *Westminster*, the Seventeenth Day of *June*, in the Sixth Year of our Reign.

Or 99 l. to mitigate the Fine.

If you intend to go to Trial the same Term your Writ is returnable, then make a special *Precipe* thus.

A special Precipe in Case.

Middlesex, to wit. If *A B* shall make, &c. put *C D*, late of *W*, in the County aforesaid, Yeoman,

Yeoman, of a Plea why, whereas the afore-
said C, (*setting forth specially the whole Substance*
of your intended Declaration) to the Damage of
him A Fifty Pounds, returnable in the Octaves
of St. Hillary. Com. Pleas.

The special Capias thereupon.

George the Second, &c. To the Sheriff of
Middlesex, Greeting, (*as before*) to answer unto
A B, of a Plea why, whereas (*setting forth*
the whole Cause of Action, as in the Precipe) to
the Damage of him A Fifty Pounds, as it is
said, and have, &c.

If the Defendant lives in the Country, as
for Instance in Berks, and you would try the
Cause in another County, to wit, in Suffolk,
the Filacer of Suffolk will, upon your carrying
him the following Precipe, of Course make
out a common Testatum into the County of
Berks, without your first taking out a Capias
in Suffolk.

Suffolk, to wit, If A B shall make, &c. put, *The Precipe.*
&c. C D, late of, &c. And also for Forty
Pounds upon an Assumption. It is attested
thereupon to the Sheriff of Berks, of the Tres-
pafs at Bury. Returnable, &c.

The Form of a common Testatum.

George, &c. To the Sheriff of Berks, Greet-
ing, &c. (*as in others*) to answer unto A B of a
Plea, why with Force and Arms the Close of
him A, at Bury St. Edmonds, &c. and against
our Peace, and also, (&c.) to the Damage of
C 2 him

Of Precipe's.

Com. Pleas. him *A*. Forty Pounds; and wherefore our Sheriff of *Suffolk* hath signified to our Justices at *Westminster*, at a certain Day now past, that the aforesaid *C* is not to be found in his Bailiwick, since it is attested in our Court, that the aforesaid *C* hides, wanders, and skulks in thy County, and have, &c.

But if you would go to Trial the same issuable Term your Writ is returnable of, but not in the County where the Defendant lives, then draw a special *Precipe* for a *Capias* into the County where you would try the Cause, subscribing at the Bottom *Testatum* thereupon, to the Sheriff of the County where the Defendant lives; carry this to the Filacer of the County where you would try your Cause, and he will make out the following special *Testatum*.

George, &c. To the Sheriff of the County, where the Defendant lives, Greeting, &c. as before, and setting forth the Cause of Action at large, to the Damage of him *A* one hundred Pounds, as it is said, and wherefore our Sheriff of the County, where you try the Cause, and so on, as in a common *Testatum*.

In all Cases where a *Capias* is special, as in Covenant, Debt, Trespass, Case, &c. reciting the Cause of Action at large, it is fineable if Forty Pounds, or above. And if the special *Capias* be made returnable the first Return in *Trinity* and *Hillary*, or the first or second in *Easter* and *Michaelmas*, the Defendant must plead in four Days after the Declaration is delivered, if a Rule be given to plead, and a Plea demanded; but in a Country Cause, the

Of Appearances and Bail.

21

Com. Pleas.

the Court, or a Judge, will indulge the Defendant in further Time to plead, on the Defendant's agreeing to plead an issuable Plea, and to accept of short Notice of Trial for the next Assizes.

Of APPEARANCES and BAIL.

A Ppearances on a Writ in the *Common Pleas*, must be entered with the Filacer within four Days after the Return of the Process; otherwise, the Plaintiff, on Affidavit of the Service of the Process, may enter an Appearance for the Defendant, (according to the late Act) and proceed in the Action, as if such Defendant had entered an Appearance for himself, but upon a Writ of Privilege, common Appearance ought to be entered with the Prothonotary, out of whose Office the Writ issued, and not with the Filacer.

Of B A I L.

In putting in Bail in the *Common Pleas* before a Judge, when the Action is laid in *London* or *Middlesex*, you must do it within four Days after the Return of the Writ, otherwise the Bail Bond may be assigned; and if it be at the Suit of a privileged Person, the Prothonotary's Clerk is to go with you before a Judge, for which you pay him his Fee, Three Shillings and Four-pence; but if it be at the Suit of another Person, then the Filacer of *London* and *Middlesex*, or his Clerk, will attend the Judge with you, to put in Bail.

C 3

If

Com. Pleas.

If the Bail be taken before Commissioners in the Country, it must be done pursuant to the following Rules and Orders, and transmitted to one of the Judges, and signed by him in such Time, and afterwards filed with the proper Filacer, in such Manner as the following Rules direct, otherwise the Bail Bond may be assigned.

O R D E R S to be observed by Commissioners impowered by Commission, in Pursuance of an Act of Parliament for taking Special Bail in the Country, upon Actions and Suits depending in his Majesty's Court of Common Pleas, at Westminster.

First, It is Ordered, That before any Bail be taken, by Virtue of the said Act, a true Copy of the Writ on Parchment, to which the Defendant is to put in Bail, shall be brought to the Commissioner before whom such Bail is to be taken, and thereupon the Recognizance, or Bail-Piece, shall be fairly drawn and engrossed on the said Parchment Copy, in this or the like Form, as the Case shall be, to wit.

*Thomas Hand, At-
torney for the
Defendant.*

The Manucaptors
of *John Denn*, of
Blackbarnesly, in
the Parish of *Set-
tle*, in the County
of *Essex*, Gentle-
man, and *Richard
Fenn*, of the same,
Gentleman.

Taken

Taken and acknowledged the Tenth Day of *March*, in the Year of our Lord One Thousand Seven Hundred and Thirty One, to be valid hereafter, before me *A B*, one of the Commissioners.

The Party himself Com. Pleas.
in 20 *l.* each of
the Manucap-
tors in 10 *l.*

If the Defendant be not present, then the Bail are usually bound in double the Sum in the Writ, otherwise only single.

The Condition of which said Recognizance shall be to this Effect, to wit.

You (*naming the Defendant, if present*) do acknowledge to owe unto the Plaintiff Twenty Pounds, and you (*naming the Bail*) do severally acknowledge to owe unto the same Person the Sum of Ten Pounds a-piece, to be levied upon your several Goods and Chattels, Lands and Tenements, upon Condition, that if the Defendant be condemned in the said Action, he shall pay the Condemnation, or render himself a Prisoner in the *Fleet* for the same; and if he fail so to do, you (*naming the Bail*) do undertake to do it for him.

Secondly, It is Ordered, That the Affidavit of the due taking of every such Bail, shall be made either before some Judge of the *Common Pleas*, to whom the Bail shall be trans-

Com. Pleas.

mitted, or before some Person who shall have Power to take Affidavits in Matters and Causes depending in the said Court.

*Bail taken
within Forty
Miles of Lon-
don, transmit-
ted in Ten
Days.*

Thirdly, It is Ordered, That all Bails taken by any Commissioner within the Distance of Forty Miles from the Cities of *London* and *Westminster*, shall be transmitted to the Lord Chief Justice of the Court of *Common Pleas*, or to one of the Justices of the said Court, within Ten Days after the taking thereof; and all Bails, taken by any Commissioner above the Distance of Forty Miles from the said Cities of *London* and *Westminster*, shall be transmitted within Twenty Days after the taking thereof, unless all the said Justices shall be in their Circuits; and then, as soon as any of them shall be returned to *London* out of his Circuit.

*If above Forty
Miles, in
Twenty Days.*

Fourthly, Also every Commissioner is to have a Book kept purposely for entering exactly the Names of the Defendant and his Bail, and of the Plaintiff, as it is in the Bail-Piece, and the Time of the taking thereof, and the Name of him by whom such Bail shall be transmitted.

*Plaintiff may
except against
Bail within
Twenty Days
after.*

Fifthly, It is further Ordered, That the Plaintiff's Attorney shall be at Liberty to repair to the Commissioner's Book for the Names of the Bail, to the End that they may enquire of the Sufficiency of them; and if they are found insufficient, they may except against them within Twenty Days after the said Bill is transmitted, and Notice to the Plaintiff, or his Attorney, of the taking thereof; and in that Case, the Defendant must either put in better Bail, or the Cognizors of such

such Bail must justify themselves in open Court, either by Affidavit taken before such Commissioner that took the said Bail, or by Oath made in Court, or by one of the Judges of the said Court. Com. Pleas.

*George Treby, Edward Nevill, John Powell,
Thomas Rokeby.*

By a Rule made 6 *Georgij*, it is further Ordered, That all Bail-Pieces, taken within such respective Distance, as is above directed, shall be transmitted within the Time above limited, and after such Transmission, shall be forthwith delivered to and filed with the proper Officer, to be entered upon Record ; or otherwise it shall be as no Bail, and the Plaintiff is at Liberty to proceed on the Sheriff's Bail Bond, as if no such Bail were ever put in ; and the Defendant, in Case he be admisable to plead to the original Action, shall not be admitted so to do, unless he first pay the full Costs to the Plaintiff, for the Prosecution on the Bail Bond, and plead as of the Time when the Bail should have been duly entered.

If the Defendant does not put in special Bail (when required by these Rules) you may get the Sheriff to assign over his Bond, and take out the *Capias* upon it, a Copy of which you personally serve on the Defendant.

of

OF DECLARATIONS.

Com. Pleas.
Of delivering
Declarations,
see the late
Rule 13 Geo.
if the Plaintiff
appeared for
the Defendant.

THE next Thing is to provide for the Declaration, several Forms whereof you will find at the latter End of this Treatise. If you arrest the Defendant, and cannot find his Attorney, you may deliver the Declaration to the Defendant himself, or you may leave it in the Office; but it is requisite you should give the Defendant, or his Attorney when you find him, Notice, that you have left such Declaration in the Office. — In Case upon Three Narr's, you pay the Prothonotary Six pence, and he will return you One Penny.

If a Plea be left in the Office, you cannot charge Copy issue, but must have your Allowance from the Prothonotary, upon your signing the Record of *Nisi prius*.

By Rule of
Court, 9 Ann.

If a Writ be returnable the first, or any other Return in any Term, the Plaintiff hath Liberty, 'till the End of the next ensuing Term, to deliver his Declaration to the Defendant's Attorney, or of leaving the same in the Office, and the Defendant's Attorney, having entered his Appearance with the proper Officer, as of that Term in which the Process is returnable; and at the End of the ensuing Term, or in Four Days after the End thereof, having given a Rule to declare in the proper Office, and called on the Plaintiff's Attorney, if he can be found, the Defendant, at any Time in the Vacation of such ensuing Term, (after the Rule for declaring is out) may sign his

Plaintiff hath
'till the End of
the ensuing
Term to de-
clare.

Otherwise, De-
fendant may, in
the Vacation of
such ensuing
Term, sign a
Non Prof.

Non

Non Prof. for want of a Declaration, and not afterwards; and the Plaintiff shall not, without Leave of the Court, have any longer Time to declare in then as aforesaid, other than the Time to be limited by the Defendant's Rule. Com. Pleas.

Term Mich. 1 Geo. II.

To establish the Practice of this Court upon the late Act of Parliament for preventing frivolous and vexatious Arrests; It is Ordered, That from and after the last Day of this present Term, in all Causes where a Copy of the Process of this Court is served upon any Defendant or Defendants, and an Appearance is entered for such Defendant or Defendants by the Plaintiff's Attorney, pursuant to the said Act, the Plaintiff's Attorney, in such Case, shall leave a Copy of the Declaration in the Office, and likewise give Notice thereof to the Defendant or Defendants, by delivering an *English* Notice, written in Secretary Hand, to such Defendant or Defendants, or by leaving the same at the last or most usual Place of Abode of such Defendant or Defendants, signifying the Nature of the Action, at whose Suit it is prosecuted, and in whose Office such Declaration is left; and that in Stat. 12 Geo. Cap. 29.
After the last Day of Michaelmas Term, where the Plaintiff appears for the Defendant, a Copy of the Declaration shall be left in the Office, and an English Notice in Secretary Hand, delivered to the Defendant, or left at his last or usual Abode, signifying the Nature of the Action, at whose Suit prosecuted, and in whose Case the Declaration is

left, and that unless such Defendant (in Case of special Writs, returnable the first Return in Hilary or Trinity, or for the first or second Return in Easter or Michaelmas Term) plead in Four Days after the Appearance-day of the Return, Judgment will be entered by Default. But in Case of a common Appearance, or of any special Writ, not returnable as aforesaid, within the first Four Days of the next Term, Judgment will be entered by Default. Declaration deemed well delivered from the Time of such Notice. And if the Defendant does not plead in Time (a Rule being given to plead) the Plaintiff may sign Judgment.

Of Delivering Declarations.

Com. Pleas. Case of special Writs, returnable the first Returns of *Hillary* and *Trinity Terms*, and the first or second Returns in *Easter* and *Michaelmas* Terms, such Defendant or Defendants should take Notice, that unless such Defendant or Defendants plead to such Action within Four Days after the Appearance-Day of the Return of such Writ, and in Case of a common *Capias*, or any other special Writ, within the first Four Days of the next Term, Judgment will be entered against such Defendant or Defendants by Default.

And from the Time of giving such Notice as aforesaid, such Declaration shall be deemed well delivered to such Defendant or Defendants, and not otherwise.

Notice in Writing of executing a Writ of Inquiry, given to the Defendant, or left at his last or usual Abode, sufficient.

And in Case such Defendant or Defendants, after such Notice given, do not plead by the Time the Rules for Pleadings are out, the Plaintiff, in such Case, may sign his Judgment (a Rule to plead being first given) without any other or further calling for a Plea, and thereon give Notice of executing his Writ of Inquiry, either by delivering Notice in Writing to such Defendant or Defendants, or by leaving the same at the last or most usual Place of Abode of such Defendant or Defendants, which shall be a sufficient Notice to such Defendant or Defendants of the Time of executing such Writ of Inquiry.

After the last Day of this Term, the Rule of Trinity Term discharged.

And it is further Ordered, That from and after the last Day of this present Term, the Rule made the last Trinity Term, to establish the Practice of this Court upon the said late Act of Parliament, shall be discharged.

R. Eyre, Rob. Price, Alex. Denton, S. Cowper.
Of

Of P L E A S.

BY the Course of the Court upon a common Writ, the Defendant is not obliged to answer the same Term the Writ is returnable of, but may have an Impar lance, or Time to plead, until the subsequent Term, in which Term he must plead before the Rules to plead are out, otherwise the Plaintiff may sign Judgment, if a Plea has been demanded. But if it be a Country Cause, the Defendant may, on Application to the Court, or a Judge, obtain longer Time to plead, on his agreeing to plead an issuable Plea, and receiving Notice of Trial, so as the Plaintiff be not delayed, but may try the Cause the next Assizes.

And though the Plaintiff has signed his Judgment after the Four Days Rule is out, the Court, or a Judge, will (it being a Country Cause) on the Defendant's paying the Cost, set aside the Judgment, and give him a reasonable Time to plead an issuable Plea.

These Rules to plead must be entered in the Prothonotary's Office, where the Plaintiff's Attorney declares in, by the Secondary of the same Office, for which he is paid 16 *d.*

And *Note*, There are Two Kinds of Impar lances. the one General, and the other Special, as you may find hereafter among the Declarations. After a General Impar lance, the Defendant cannot plead in Abatement to the Writ, Excommunication, or the like, nor any Priviledge, as a priviledged Person of another Court.

But

Of Delivering Declarations.

Com. Pleas.

But many Pleas may be pleaded after a Special Imparlance, which will not be allowed after the General.

If the Defendant prays a Special Imparlance, he pays the Plaintiff's Attorney 2 s. for the Entry.

It is said, That when your Declaration is upon a Bond, if the Defendant's Attorney, upon receiving the Declaration, do not crave, that the Condition of the Bond may be entered with the Imparlance, and also pay for the same, then he is debarred from pleading Conditions performed at any Time after, without moving the Court, and paying 5 s. to the Judges Box; but if he insist upon it, he need not plead 'till he have it.

Note, That the Defendant, upon pleading any General Issue, may, after a Rule given, nonsuit the Plaintiff, (if he do not enter his Issue) and get Costs signed by the Prothonotary, and enter upon Judgment, *because the Plaintiff hath not joined in Issue, nor further prosecuted his Writ aforesaid, &c.* — See more of this hereafter.

Note, The Secondary gives Rules to declare and plead every Day, for Four Days after the Term, and to reply and rejoin, Sixteen Days after.

Many Times, where the Plaintiff's Action is just and right, the Attorney for the Defendant will yield to a Judgment either by way of *Non sum Informatus*, or Confession, so that the Plaintiff will stay Execution against the Defendant, until such a Time as both the Attornies shall agree upon: And this is
a good

Of making up Issues.

31

a good Way to save the Defendant's Person Com. Pleas.
and Charges.

It is done after this Manner upon the Declaration.

Middlesex, to wit.

Reading for *Radford*,
Hand for *Bayly*.

*I am not informed, so that Execution ceases
until Trinity Term.*

By *William Johnson*.

Upon which Judgment you may get Costs
taxed by the Prothonotary.

But if the Attorney for the Defendant do
plead unto the Action, then you may join
Issue, and go to Trial by *Nisi prius*, at the
next Assizes for the County. Of which more
hereafter.

But our young Clerk's first Business being
chiefly in making up Issues and Records, and
Enttring up Judgments, we will next set down
some Things concerning them.

Of making up Issues.

NOTE, the *Common Pleas* use no *Memo-
randum*, (as does the *King's Bench*,) un-
less in Special Cases, (as in a Bill against an
Attorney.)

But having written the Prothonotary's
Name, and the Term the Issue is made up,
they begin with the Declaration in manner
following.

Trinity,

Of making up Issues.

Trinity, the sixth of King George II.

Cooke.

Middlesex, to wit. *AB*, late of *C*, in the County aforesaid, Yeoman, was attached to answer unto *DE*, of a Plea of Trespass upon the Case, &c. And wherefore the same *D*, by *FG*, his Attorney, complains, Why, whereas, &c. (*Verbally as in the Declaration*), and thereof he brings his Suit, &c.

Note, in Debt, Covenant, Accompt, Annuity, Detinue, and Replevin, the *Common Pleas* Form is, *Was summoned to answer*; and in Case, Trespass, Trover, and Ejectment, the Form is, *Was attached to answer*, &c.

Having written the Declaration, you must begin a new Line, to Enter your Issue; for observe, that the *Common Pleas* doth not now continue any Imparlance in their Entries, but when it is against an Attorney, (though at the Bottom of their Declaration they usually give a *Li. lo.* to the next Term, when they deliver them to the Defendant's Attorney, as you may see amongst the Declarations.

Hath not assumed.

NonAssumpfit
pleaded.

And the aforesaid *AB*, by *TH* his Attorney, comes and defends the Force and Injury, when and where, and as the Court shall think fit, and saith that he hath not assumed upon himself in Manner and Form, so as the aforesaid *C* above against him complains; and of this puts himself upon the Country, and the aforesaid *C* likewise. Therefore it is commanded to the Sheriff, that he

cause

Of Making up Issues.

33

use to come here, from the Day of the Com. Pleas,
Holy Trinity, in three Weeks, Twelve, &c.
by whom, &c. And who neither, &c. To
take Knowledge, &c. Because as well, &c.

Not Guilty in Case.

And the aforesaid *A*, by, &c. when, where, Non Cul
and as the Court shall think fit, and saith,
That he is in no wise guilty of the Premises
above upon him imposed, so as the aforesaid
C above against him complains; and of this
puts himself upon the Country, and the aforesaid
C likewise. Therefore it is commanded
to the Sheriff, &c. (as before.)

Note, If in Trespass, then and saith, That
he is in no wise guilty of the Trespass aforesaid,
so as, &c. (as above.)

In Assault.

Of the Trespass and Assault aforesaid, &c.

Owes nothing.

When, &c. And saith, That he doth not Nil debet per
owe the aforesaid *A B*, the aforesaid twenty Patriam.
Pounds, nor any Sum of Money in the Form in
which the same *A B*, above against him hath
declared; and of this puts himself upon the
Country, and the aforesaid *A* likewise, &c.

It is not his Deed to a Bond.

When, &c. And saith, That he, with the Non est fac-
Debt aforesaid, by Virtue of the Writing tum.
VOL. II. D afore-

Com. Pleas. aforeſaid, ought not to be charged, becauſe he ſaith, That that Writing is not his Deed; And of this, &c. (*as in others.*)

By an Executor.

And ſaith, That the Writing aforeſaid, is not the Deed of the aforeſaid *AB*, the Teſtator. And of this, puts, &c. (*as in others.*)

To a Bill.

And ſaith, That he, with the Debt aforeſaid, by Virtue of the Bill aforeſaid, ought not to be charged, becauſe he ſaith, That that Bill is not his Deed. And of this, &c.

Mutatis Mutandis. And ſo of an Indenture, changing where it is to be changed. See for more Iſſues towards the latter End next after the Declarations.

How to make up the Record.

MAKE a Margent of near an Inch broad, then near the Top of your Piece of Parchment, write the *Placita* in the ſame ſmall Hand you write the reſt of your Record; but the Word *Placita*, (*Pleas*,) as alſo the firſt Word of the Plea, Replication, &c. makes a Record ſeem well.

Pleas at *Westminster*, before *Robert Eyre*, Knight, and his Companions Juſtices of the Lord the King, at *Westminster*, of the Bench of the Term of the *Holy Trinity*, in the ſixth Year

Of Jurata's.

35

Year of the Reign of the Lord George the Second, by the Grace of God of Great Britain, France, and Ireland, King, Defender of the Faith, &c. Com. Pleas.

Roll ———

Then beginning a new Line near half an Inch Distance, Enter the Declaration as follows.

Somerset, to wit. *A B*, late of *C*, in the County aforesaid, Gent. was attached to answer *D E*, of a Plea of Trespas upon the Case, &c. And wherefore the same *D*, by *FG*, his Attorney, complains, That whereas, &c. to the End of the Issue, because as well, &c.

Note, the *Common Pleas* write their *Placita* but once, (except Death, or Change of Chief Justice, or upon an old Record,) so that it is good to leave an Inch betwixt the Issue and *Jurata*, and begin the *Jurata* within an Inch of the Issue thus.

Somerset, to wit. The Jury between *D E*, Jurata.
Plaintiff, and *A B*, late of *C*, in the County aforesaid, Gent. of a Plea of Trespas upon the Case, Respited here, until from the Day of Saint Michael, in three Weeks, unless the Justices of the Lord the King, appointed to take Assizes in the County aforesaid, by Form of the Statute, &c. on (the Day of the Assizes,) after (the Place where the Assizes are held,) in the County aforesaid, shall before come for default of Jurors, and because none came, therefore let the Sheriff

D 2

have

Com. Pleas. have their Bodies, &c. And be it known, that the Writ thereof, the Justices here in Court, that same Term, have delivered to the Deputy of the Sheriff of the County aforesaid, in Form of Law to be Executed, &c.

Jurata upon an Issue, taken by the King's Attorney General, as in Quare Impedit, thus.

BERKS, to wit. The Jury between the Lord the King, by Philip York, Knight, Attorney-General of the said Lord the now King, Plaintiff, and J B, Clarke of a Plea of *Quare Impedit*, is put in Respite, &c. (as in others.)

If your Jurata be in London, then say,

London, to wit. The Jury, &c. as before, Respited here, until (*the very next Day after the Sittings, if in Term; but if not in Term, then to the first Return Day of the next Term,*) as from the Day of Saint Michael, in three Weeks, unless Robert Eyre, Knight, Chief Justice of the Lord the King of the Bench here, assigned by Form of the Statute, &c. on (*the Day of the Sitting,*) * at Guildhall, London, shall before come for default of Jurors; and because none came, therefore let the Sheriff have their Bodies, &c. And be it known, that the Justices here in Court that same Term, have delivered the Writ thereof to AB, Esq; (*naming the Under-Sheriff's Name,*) Deputy of the Sheriff of London, in Form of Law to be Executed, &c.

* If

* If in *Middlesex*, you say, *Unless, &c. at Com. Pleas. Westminster aforesaid, in the Great Hall of Pleas, vulgarly called Westminster-Hall, there, &c. shall before come, &c.*

When your Record is made up, and before it is Sealed, you must Enter your Issue on a Roll from the Prothonotary, or at least must thereon make an *Incipitur* of the Issue, and then carry the Record and the Roll to the Prothonotary, who will Sign your Record, upon paying him for the Issues, and if you have Occasion, will give you back the Roll: Then you must carry your Record to the Clerk of the Treasury, to be Sealed, and you must make out Warrants of Attorney to carry with it, after this manner, (*to wit,*)

Somerſet, ſi. *AB*, puts in his Stead *FG*, ^{Warrant of} his Attorney, againſt *CD*, late of *E*, in the ^{Attorney.} County aforesaid, Gent. of a Plea of Trespafs upon the Caſe.

To wit. *CD*, late of *E*, in the County aforesaid, Gent. puts in his Stead *TH*, his Attorney, againſt *AB*, of a Plea of Trespafs upon the Caſe.

And ſo of the reſt. You muſt give the Warrant to the Clerk of the Warrants there, who will Sign your Record; then you muſt give it to the Clerk of the *Jurats* to examine, and then to *Mr. Maidſtone*, to Sign, and then to his Man to Seal.

Venire facias.

The Form of a Venire Facias, in C. B.

GEORGE the Second, by the Grace of God, of *Great Britain, France, and Ireland*, King, Defender of the Faith, &c. To the Sheriff of *S*, Greeting. We command you, that you cause to come before our Iustices at *Westminster*, from the Day of the *Holy Trinity*, in three Weeks, twelve free and lawful Men of the Body of your County, of whom each may have Ten Pounds of Lands, Tenements, or Rents by the Year at the least, by whom the Truth of the Matter can be better known; and who neither to *AB*, the Plaintiff, nor to *CD*, late of *F*, in your County, Gentleman, are related, by any Affinity, to make a certain Jury of the Country, between the Parties aforesaid, of a Plea of Trespass upon the Case, (*as the Cause of Action is,*) because as well the same *C*, (*who first takes Issue,*) as the aforesaid *A*, between whom the Matter in Dispute is, have put themselves on that Jury, and have there the Names of the Jurors, and this Writ. Witness *Robert Eyre*, at *Westminster*, the twenty eighth Day of *June*, in the sixth Year of our Reign.

Note, *If it be upon a Specialty, you must put in otherwise called.*

You must Sign this *Venire facias* with the Prothonotary, and pay him One Shilling and four Pence, and this may be done before the Record is Sealed.

Where

Where Attorney-General takes Issue, in Quare Impedit, &c. make it thus.

George, &c. (until *It can be better known*,) and who to *A B* Clerk is, not related by any Affinity, to make a certain Jury of the Country, between us and the aforesaid *J*, of a Plea of *Quare Impedit*, because as well We, as the aforesaid *J*, between whom the Matter in Dispute is, have put our selves on that Jury, and have there the Names of the Jurors, and this Writ. Witness, *Robert Eyre*, at *Westminster*, &c.

Note, You may move the Court in *Quare Impedit*, on the King's Part, for a Special Jury, (*to wit*,) that the Sheriff attend the Prothonotary with the Book of Freeholders, that the Prothonotary, in the Presence of the Attorney, or Solicitors of both Parties, may name forty eight; from which either Party may abstract twelve, and the Sheriff to impanel the remaining twenty four. *And that no Calumny may be for Defect of Hundredors*, &c.

If you doubt in this Case, whether a sufficient Number of the Panel will appear, to make full Jury, &c. then you must draw up, or rather petition for a *Tales* upon Parchment, after this manner, (*to wit*.)

Berks, to wit: *Philip York*, Knight, Attorney-General of the Lord the now King, who for the same Lord the King, in this Part

Com. Pleas. follows for the Lord the King, prays such of those standing about here, by the Court to be granted for Trial of the Issue between the said Lord the King, and J B, Clerk of a Plea of *Quare Impedit*, lest the Jury in this Part to be taken, remain behind for Defect of Jurors, &c.

Phil. York.

To this you must get the Attorney-General's Hand, the Fee of which is Nine Shillings and eight Pence.

The Form of the Habeas Corpus.

GEORGE the Second, by the Grace of God, of *Great Britain, France, and Ireland*, King, Defender of the Faith, &c. To the Sheriff of S, Greeting. We command thee, that thou have before our Justices at *Westminster*, from the Day of *St. Michael* in three Weeks, or before our Justices appointed to take Assizes in your County, by Form of the Statute thereof provided. If — (*the Day the Assizes are held,*) at (*the Place where,*) in your County, shall before come the Bodies (*of the several Persons named in the Pannel annexed to this Writ,*) Jurors summoned into our Court, before our Justices at *Westminster*, between D E Plaintiff, and A B, late of C, in your County, Gent. Defendant of a Plea of *Trespas* upon the Case, to make that Jury; and have there this Writ. Witness, *Robert Eyre*, at *Westminster*, the twenty eighth Day of *June*, in the sixth Year of our Reign.

This

Habeas Corpus.

41

This *Habeas Corpus* you may bespeak at *Com. Pleas.* Mr. *Bulstrode's* Office, which is kept at the *Examiner's* Office at the *Rolls*; or else you may fill it up your self, and carry it thither with your *Venire*, and his Clerk will Examine it, and Sign it; and you must leave the *Venire* and Panel with him to be Filed.

Next, Seal your *Habeas Corpus*, (which may be done before, or after your Record is Sealed.)

Note. Formerly, if your Record was not *In Prohibition*, tried the first Assizes, then you might make either Plaintiff or a *Pluries Habeas Corpus* by the old One, *or Defendant,* and give the old One into the Office, who *may carry down* would Sign your *Pluries Habeas Corpus*; and the Record.

you could not in such Case, fill up a new *Habeas Corpora* upon a new Panel, for then it was said to be *Error*; but this is altered by a late Act of Parliament. * You may carry your old Record, or Copy in such Case, to the Clerk of the Treasury to be examined by the Roll, which if done in the Term Time, ** Note, If you carry your old Habeas Corpora, you save 13 d.* will save Fees; for if it be out of Term, he will be paid for the Keys, and for going down to *Westminster* to Examine, &c. And he will make you a new Record, (if your old one be lost,) or else alter your old One, and Seal it anew. The *Habeas Corpora* must be delivered to the Under-Sheriff at the Assizes, to return; and then it, and the Record, must be delivered to the Judges Marshal, &c.

S U B-

Subpoena.

S U B P O E N A.

*The Form of a S U B P O E N A ad
Testificandum.*

GEORGE, by the Grace of God, of
Great Britain, France, and Ireland, King,
Defender of the Faith, &c. To AB, CD,
EF, and GH, Greeting. We command
you, and every of you, firmly enjoying,
that laying aside all other Pretences and
Excuses whatsoever, you be in your proper
Persons before our Justices at the Assizes, to
be held at (*the Place where the Assizes are held,*)
in the County of S — Day, (*the Day when
the Assizes are held,*) next ensuing, to testify,
and say the Truth, in a certain Matter of
Controversy in our Court, before our Justices
at *Westminster*, depending undetermined, be-
tween DE Plaintiff, and AB, late of C, in
the said County of S, Defendant, of a Plea
of Trespass; and this by no Means omit,
nor any of you omit, on the Penalty of One
Hundred Pounds, on every of you. Witness,
Robert Eyre, at *Westminster*, &c.

If in *London*, say, Before Robert Eyre, Knt.
Chief Justice of our Court of the Bench at
Guildhall, London, on, &c. (*the Day of the
Sittings,*) To Testify, &c.

If in *Middlesex*, say, Before Robert Eyre,
Knight, &c. — at *Westminster*, in the Great
Hall

Subpoena.

43

Hall of Pleas, there vulgarly called *West-* Com. Pleas.
minster-Hall, To Testify, &c.

See before in the *King's Bench*, for a *Subpoena*, to testify on a Writ of Enquiry of Damages, (which may serve for the *Common Pleas*, *Mutatis Mutandis*, changing where it is to be changed.) Your *Subpoena* and Tickets must be made out soon enough, to be served on the Witnesses to attend the Trial.

A Subpoena Ticket.

Mr. *AB*,

By Virtue of a Writ of *Subpoena* to you directed, and herewith shewed unto you, you are personally to be, and appear before his Majesty's Justices of Assize, on — next, *If for London,* being the — Day of — at — of the *or Middlesex,* Clock in — noon of the same Day, at the *then before* Court then to be holden at — to testify *Sir Rob. Eyre,* the Truth according to your Knowledge, in *Knight, Mutatis Mutandis.* a certain Cause now depending, and then and there to be tried, between *D E* Plaintiff, and *AB*, Gent. Defendant, in a Plea of Trespass on the Part of the Plaintiff, and thereof you are not to fail, on Pain of One Hundred Pounds. Dated the — Day of — in the sixth Year of the Reign of our Sovereign Lord *George* the Second, by the Grace of God, of *Great Britain, France, and Ireland*, King, Defender of the Faith, &c. and in the Year of our Lord, One Thousand seven Hundred and thirty two.

See before in the *King's Bench*, Precedents for a Ticket upon a *Subpoena*, to testify upon a Writ of Enquiry of Damages; and for Notice,

Com. Pleas. Notice of Trial, and of not proceeding after Trial.

How to make up the Rolls, and Enter Judgment in the Common Pleas.

MAKE a Margent of an Inch, then rule your first Line about a Span from the Top of the Roll, and then Enter your Declaration and Issue, or other Proceedings.

Someset, ss. A B, late of C, in the County aforesaid, Gent. was summoned to answer to G F, of a Plea, that he render to him One Hundred Pounds, (and so on verbally as in the Declaration, to the End thereof.) And thereof brings Suit, &c. (And so consequently the rest of your Pleadings and Issue, beginning a new Line at each Plea. Replication, &c.

Note, As to Judgments, you Enter only such as are had without Trial, for the Clerk of the Judgments Enters the others.

These Judgments without Trial, are by *Nil dicit*, (says nothing,) *Cogn. Actionem*, (confesses the Action;) and *Non sum Informatus*, (I am not informed.)

And thereon *Note*, after you have Entered the Declaration (as before,) then beginning a new Line, write,

*Nil dicit in
Case, without
an Assumpst.*

And the aforesaid *A B*, (naming the Defendant,) by *TH* his Attorney, comes and defends the Force and Injury, when and where, and as this Court shall think fit: And saith nothing in Bar, or Preclusion of the Action of the aforesaid *E*, by which the same *E* remains against the aforesaid *A* there-
of

Rolls and Judgments.

45

of undefended; for which the same *A*, his Damages by Occasion of the Premises against the aforesaid *A*, ought to recover. But because it is unknown what Damages the aforesaid *E* hath sustained, by Occasion of the Premises, therefore it is commanded the Sheriff, that by the Oath of twelve honest and lawful Men, of the County aforesaid, he diligently enquire what Damages the aforesaid *E* hath sustained, as well by Occasion of the Premises, as for his Costs and Charges by him about his Suit in this Behalf expended. And the Inquisition which he shall thereof take, the Sheriff shall make appear to the Justices of the Lord the King at *Westminster*, from the Day of Saint Michael, in three Weeks, under his Seal, and the Seal of them, &c.

Com. Pleas
Writ of Enquiry
of Damages
awarded.
Note. in Case
your Stamp is
only 2d, because
the Judgment
is after the
Writ of En-
quiry.

* Note, If it be upon an *Assumpsit*, then* *Assumpsit*.
you say, by means of not performing the Promises and Assumptions, instead of, by means of the Premises.

Nil Dicit in Trespass.

You write as before, *Verbatim*; only for the Words, (by Occasion of the Premises,) you must say, (by Occasion of the Trespass aforesaid.)

In Assault.

If in Assault, then (by Occasion of the Trespass and Assault aforesaid.) If in Assault and Imprisonment, (by Occasion of the Trespass, Assault, and Imprisonment aforesaid.)

In

Rolls and Judgments.

In Covenant.

As above unto ——— For that the same *A*, his Damages by Occasion of the Breach of the Covenant aforesaid, against the aforesaid *B*, ought to recover ; but because it is unknown what Damages, &c. (*as next before.*)

Nil Dicit, in Debt.

As above, ——— remains against the aforesaid *A* thereof undefended ; therefore it is considered, That the aforesaid *H* should recover against the aforesaid *B* his Debt aforesaid, and his Damages, by Occasion of detaining that Debt, to forty Shillings to the same Plaintiff, on his Assent by the Court here adjudged. And the aforesaid *B* in Mercy, &c.

*Here set down
the Day Judgment
was
Signed.*

Mercy.

Nil Dicit, in Ejectment.

As above unto, ——— undefended, Therefore it is considered that the aforesaid *E*, should recover against the aforesaid *A*, his Term aforesaid, of, and in the Mannor and Tenements aforesaid, (*according to the Parcels in the Declaration,*) with the Appurtenances yet to come, and his Damages, by Occasion of that Trespass and Ejectment. But because it is unknown what Damages the aforesaid *A* hath sustained, by Occasion of the Trespass and Ejectment aforesaid, it is commanded to the Sheriff, that by the Oath of

*Writ of Enquiry
awarded.*

of twelve honest and lawful Men of his County aforesaid, he diligently enquire what Damages the aforesaid *A* hath sustained, as well by Occasion of the Trespass and Ejectment aforesaid, as for his Costs and Charges by him about his Suit in this Behalf put unto. And the Inquisition which he shall thereof take, the Sheriff shall make plainly appear to the Justices of the Lord the King at *Westminster* here, from the Day of Saint *Michael*, in three Weeks, under his Seal, and the Seals of them, &c. the same Day is given to the aforesaid *B*, (*naming the Plaintiff*) here, &c. *A Writ of Possession awarded.* And upon this, the same *B* demands the Writ of the Lord the King, to the Sheriff of the County aforesaid to be directed, of causing him to have Possession of his Term aforesaid yet to come, of, and in the Manor and Tenements aforesaid, with the Appurtenances. And it is granted to him, Returnable here for the aforesaid Term, &c. (*See for the Writ of Possession after.*)

He says nothing with a Remitting of Costs.

If your Judgment be with a *Remittit Damna*, Release of Costs, then after the Words, *thereof undefended*, add, It is therefore considered, that the aforesaid *E*, should recover against the aforesaid *A*, his Term aforesaid, of, and in the Mannor and Tenements aforesaid, with the Appurtenances yet to come, and his Damages, by Occasion of the Trespass and Ejectment aforesaid, to be adjudged to him, &c. And thereupon the aforesaid *A* freely here in Court confesses, (*declares,*) not to proceed further against the aforesaid *A*,
for

Nil dicit cum
Remittit
damna.

Com. Pleas.

for any Damages to be adjudged to him, by Occasion of the Trespas and Ejectment aforesaid ; but that he freely here in Court, Remits, and Releases all such Costs, so to be adjudged to him ; therefore the aforesaid *A* from the same Costs may be quiet, and go thereof without Day, &c. And upon this, the aforesaid *E* prays a Writ of the Lord the King, to the Sheriff of the County aforesaid to be directed, of making him to have Possession, (*or of causing him to have Possession,*) of his Term aforesaid, of, and in the Mannor and Tenements aforesaid, with the Appurtenances yet to come. And it is granted to him, Returnable here from the Day of Saint Michael, in three Weeks, &c.

The Act of Parliament, 5 and 6 *W.* and *M.* says, Six Shillings eight Pence shall be paid upon Signing Judgment to the proper Officer who Signeth the same, in full Satisfaction of the *Capiatur* Fine, and all Fees due for, or concerning the same ; which said Officer shall make an Increase to the Plaintiff of so much in his Costs, to be taxed against the Defendant.

Cogn. Action. *Confesses the Action.*

And the aforesaid *A*, by *TH*, his Attorney, comes and defends the Force and Injury, when and where, and as the Court shall think fit, and saith, that he cannot deny the Action aforesaid, of the aforesaid *C*, nor but he owes the same *C*, the aforesaid Ten Pounds. (*If upon Bond, then say,*) and saith,

That

That he cannot deny but the Writing afore-
said, is the Deed of him *A*; nor but that he
owes to the same *C*, the afore said Ten Pounds,
in Manner and Form, so as the afore said *C*
above against him hath declared. Therefore it
is considered, that the afore said *C* should re-
cover against the afore said *A*, his Debt afore-
said, and his Damages, occasioned by detain-
ing of that Debt, to Fifty Shillings to the same
C, on his Assent by the Court here adjudged.
And the afore said *A* in Mercy, &c.

Signed — Day
of — in the
sixth Year of
King George,
Mercy.

Note, The common Costs are 40 s. unless it
be by Original, and then usually 50 or 60 s.

Note, That upon a Judgment by Warrant
of Attorney, there is no need of an Original,
if the Plaintiff have a Release of Errors.

If the Defendant hath pleaded by *Threats*,
or by *Hardships* to the Declaration, and the
Plaintiff replies, (*That he was of his own Right*
at large;) and Issue thereon; and after this,
the Defendant is minded to confess the
Action, then Enter it thus.

Relicta Verit.
Cogn. Accon.

At which Day came the Parties afore said,
by their Attornies afore said; and upon this
the afore said *A* having failed in his Averment
afore said, by him above pretended, saith,
That he cannot deny the Action afore said,
of the afore said *C*; nor but he, at the Time
of perfecting the Writing afore said, was of
his own Right at large, and that Writing of
his own mere and free Will to the afore said
A made, and not for fear of Threats, so as
he, the afore said *A* within hath alledged.
Therefore it is considered that the afore said
C should Recover, &c. (*as before*.)

Com. Pleas.

If after *Non est Factum*, (it is not his Deed) pleaded, then say, as next before unto — Nor but the Writing aforesaid may be the Deed of him *A*; nor but he owes to the aforesaid *C*, the aforesaid Ten Pounds, in Manner and Form, so as the aforesaid *C* above against him complains. Therefore it is considered, (*as above*.)

Non Sum Informatus. (*I am not informed*.)
In Case.

And the aforesaid *AB*, by *TH*, his Attorney, comes and defends the Force and Injury, when and where, and as this Court shall think fit. And the same Attorney saith, That he is not informed by the same *C*, of any Answer for the same *C*, to the aforesaid *A*, in the Plaint aforesaid to be given, and nothing else thereof saith; by which the same *A* remains against the aforesaid *C* thereof undefended, wherefore the same *A*, his Damages, by Occasion of the Premises against the aforesaid *C*, ought to recover. But because it is not known what Damages the aforesaid *A* hath sustained, by Occasion of the Premises, it is commanded to the Sheriff, that by the Oath of twelve honest and lawful Men of the County aforesaid, he diligently enquire what Damages the aforesaid *A* hath sustained, as well by Occasion of the Premises, as for his Costs and Charges by him about his Suit in this Behalf put unto. And the Inquisition which he shall thereof make, the Sheriff shall cause to be made appear to the Justices of the Lord the King at *Westminster*,
from

Rolls and Judgments.

51

From the Day of St. Michael, in three Weeks, Com. Pleas.
under his Seal, and the Seals of them, &c.

In Covenant.

Write as above, unto — Wherefore the same *Covenant*
Cought to recover his Damages against the
aforesaid A, on Occasion of the Breach of
Covenant aforesaid: But because it is un-
known what Damages the same C hath sus-
tained, by Occasion of the Breach of Cove-
nant aforesaid, it is commanded to the Sheriff,
that he diligently enquire by the Oath of
twelve honest and lawful Men of the County
aforesaid, what Damages the aforesaid C
hath sustained, as well by Occasion of the
Breach of Covenant aforesaid, as for his Costs
and Charges by him put unto, about his Suit
in this Behalf; and the Inquisition which the
Sheriff hath made thereof, he shall cause to
be made appear to the Justices of the Lord the
King, at *Westminster*.

In Debt.

Write as above unto — thereof undefended. *Debt.*
Therefore it is considered, that the aforesaid
C should recover against the aforesaid A, his
Debt aforesaid, and his Damages, by Occa-
sion of detaining that Debt, to Fifty Shillings
to the same C, on his Assent by the Court
here adjudged. And the aforesaid A in *Mercy*.
Mercy, &c.

In Ejectment.

Write as before, unto — thereof undefended.
— It is therefore considered that the afore-
said

Com. Pleas. said C, ought to Recover against the afore-
said A, his Term aforesaid, (or Possession of his
Term afterward,) of, and in the Mannor and
Tenements aforesaid, with the Appurtenan-
ces yet to come; and also the same C ought
to recover his Damages, by Occasion of the
Trespas and Ejectment aforesaid. But be-
cause it is unknown what Damages the same
C hath sustained, by Occasion of the Tres-
pas and Ejectment aforesaid, It is com-
manded the Sheriff, &c. (as before in Nil Dicit
in Ejectment.)

If you have occasion for a *Remittit Dampna*,
Enter as before by *Nil Dicit*.

In Trespas.

The same, as first above; only for (by Oc-
casion of the Premises,) you must say, (by Occa-
sion of the Trespas aforesaid) with a ———
Writ of Enquiry.

In Trespas and Assault.

You must say, ——— By Occasion of the
Trespas and Assault aforesaid.

In Trespas, Assault, and Imprisonment.

——— By Occasion of the Trespas, Assault,
and Imprisonment aforesaid.

See the late Act of Parliament, that all
Statutes of Jeofails shall be extended to
Judgments, to be Entered upon *Confession*,
Nil Dicit, or *Non Sum Informatus*, in any
Court

Of Docquets.

53

Court of Record, and no such Judgment Com. Pleas shall be reversed, nor any Judgment upon any Writ of Inquiry of Damages executed thereon, be staid or reversed for or by reason of any Imperfections, Omission, Defect, Matter, or Thing, whatsoever, which would have been aided and cured by any of the said Statutes of Jeofails, in Case a Verdict of Twelve Men had been given in the said Action or Suit, so as there be an original Writ, or Bill, and Warrants of Attorney duly filed, &c.

Note, The Plaintiff's Attorney is to file his Warrant the same Term he declares, and the Defendant's the same Term he appears, &c.

Of Docquets.

NOTE, In the *Common Pleas*, when you carry in your Rolls, you must Docquet your Judgments, and Entries, on the Docquet of that Term of which they are entered, which is kept in the Office, to wit.

He says nothing, or is not informed, (*as Nil dicit, the Case is*) over-head thus.

I am not informed in Debt.

Non Informatus.

Middlesex, Reading for Jones, 2 Roll 383.
to wit. Hand for Clarke. S

And so for the rest, as you will see by the Docquet in the said Roll, &c.

And *Note,* You may search the Docquets to find any Judgment you have Occasion for: But this is not soon found, unless you know the Attorney's Name that entered it.

E 3

But

Com. Pleas. But if you search with the Clerk of the Eſſoigns, you may eaſily find it; for he keeps an Alphabetical Table, for that Purpoſe, of the Parties Names.

Alſo Note, That when a Verdict is had at a Trial in the Country, you get the *Poſtea* returned from the Clerk of the *Poſtea's*; then ſtamp it, and carry it to the Prothonotary, to ſign Judgment, and tax Coſts; after which he gives it to the Clerk of the Judgments, who keeps it to enter up the Judgment on the Roll.

W R I T S.

Writ of INQUIRY.

Writ of Inquiry.

GEORGE the Second, by the Grace of God, of *Great Britain, France, and Ireland*, King, Defender of the Faith, &c. To the Sheriff of *G*, Greeting. Whereas *AB*, late of *C*, in your County, Yeoman, had been attached to appear * in our Court, before our Juſtices at *Westminster*, to answer unto *CD* of a Plea that, whereas, &c. (as in the Original, or Declaration) &c. to the Damage of him *C* Twenty Pounds, as it is ſaid: And in like Manner is the Proceeding in the ſame Court, that the aforeſaid *C* ought to recover his Damages, by Occaſion of the Premies, † againſt the aforeſaid *A*; but becauſe it is unknown what Damages the aforeſaid *C* hath ſuſtained by Occaſion of the Premies, (if in Caſe for Words or torts) but in Caſe

* If at the Suit of a privileged Perſon, you ſay, Had been attached by our Writ of Privilege, iſſuing out of our Court here, to be, &c. to answer unto *CD*, Gent. one of the Attornies, as in the Declaration.

† For not performing the Promiſes and Aſſumptions aforeſaid. This Writ muſt be ſigned by the Prothonotary.

Capias ad Satisfaciendum.

55

Com. Pleas.

Case on Assumpfit always say, by Occasion of the not Performance of the Promises and Assumptions afore said) We command you, that by the Oath of Twelve honest and lawful Men of your County, diligently you enquire what Damages the same Chath sustained, as well by Occasion of the Premisses, as for his Costs and Charges by him about his Suit in this Behalf put unto; and the Inquisition which you shall thereof make, cause to be made appear to our Justices at *Westminster (the Return)* under your Seal, and the Seals of them by whose Oath you shall make that Inquisition; and have there the Names of them by whose Oath you shall make that Inquisition, and this Writ. Witness *Robert Eyre*, at *Westminster*, the Twenty eighth Day of *June*, in the Sixth Year of our Reign. *Reading, Cooke.*

You must give Notice of the executing of this Writ, after the same Manner as is observed before in the *King's Bench*.

See after in the special Notes, Title *Enquiry*.

Capias ad Satisfaciendum.

GEORGE the Second, &c. To the Sheriff of *S*, Greeting. We command you, that you take *A B*, late of *C*, in your County, Yeoman, if he shall be found in your Bailiwick, and him safely keep, so that you may have his Body before our Justices at *Westminster (the Return)* to satisfy unto *CD* Ten Pounds and Nine Shillings, which to the same *C*, in our same Court, before our Justices at *Westminster*, (*If in Case say*) were adjudged to him for his Damages which he hath sustained on Occasion

In Case Sur Assumpfit. Signing 4 d.

Com. Pleas. of a certain Trespass on the Case, to the said *C*, by the aforesaid *A*, at *E*, in your County, done and brought upon him, whereof, &c.) were adjudged for his Damages which he hath had, on Occasion of several Promises and Undertakings to the same *C*, by the aforesaid *A*, at *E*, in your County, made, not performed; whereof he is convicted; and have there this Writ. Witness, *Robert Eyre*, &c.

Otherwise upon Promise.

If in Covenant,

*Or by Occasion
of the Breach
of a certain
Covenant.*

Say as before; and after the Words, for his Damages which he had, say, by Occasion of a certain Covenant between them made, according to the Force, Form, and Effect of certain Indentures, or certain Articles (*as the Case is*) between them made and broken, whereof he is convicted; and have, &c. (*as in others.*)

Ca. Sa. *In Debt.*

Signing 4 d.

To satisfy unto *CD*, as well of a certain Debt of Twenty Pounds which the same *CD* in our Court, before our Justices at *Westminster*, hath recovered against him, as Sixty Shillings, which to the same *CD*, in our same Court, were adjudged for his Damages which he hath had by Occasion of detaining that Debt, whereof he is convicted; and have there this Writ, &c.

Testatum Ca. Sa.

Signing 8 d.

Write as before in the other Ca. Sa. only directing to another County, and making a new Return)

turn) whereof he is convicted ; and where-
 upon our Sheriff of S hath sent to our Justices
 at *Westminster*, in the Morrow of the Ascen-
 sion of our Lord last past, that the afore-
 said *A B* is not to be found in his Bailiwick, since
 it is attested in the same our Court, that he
 hides, wanders, and skulks in your County ;
 and have there this Writ, &c.

Com. Pleas.

*The Return in
 the first Ca. Sa.
 upon which the
 Testatum is
 grounded.*

*But Note,
 The Return of
 the first Ca.*

*Sa. is not now set out in the rest, but instead thereof say, (at a certain Day
 now past.)*

Ca. Sa. In Trespass and Assault.

To satisfy unto *C D*, Ten Pounds, which
 to the same *D*, in our Court before our Ju-
 stices at *Westminster*, were adjudged for his
 Damages which he hath sustained by Occasion
 of a certain Trespass and Assault upon him
C D, by the afore-*said A*, made by Force and
 Arms, and against our Peace, at *B* in your
 County, whereof he is convicted ; and have
 there this Writ. Witness, &c.

Upon a Non-Suit in Case.

To satisfy *A B*, late of, &c. Gentleman,
 One hundred Shillings, which to the same
A B, in our Court, before our Justices at
Westminster, by the Discretion of the same our
 Justices, were adjudged for his Costs and
 Charges which he hath sustained in a certain
 Plea of Trespass upon the Case, by the afore-
 said *C D* against the same *A B*, in the same
 our Court commenced, according to the Form
 of the Statute thereof made and provided,
 against Parties, Plaintiffs who have not pro-
 secuted their Writs in such like Pleas, or been
 precluded

Com. Pleas. precluded in the same; whereof he is convicted; and have there this Writ, &c.

The like in Debt.

To make Satisfaction unto *A B*, late of, &c. Gent. for One hundred Shillings, which to the same *A*, in our Court, before our Justices at *Westminster*, by the Discretion of our same Justices, according to the Form of the Statute thereof made and provided, were adjudged for his Costs and Charges which he hath sustained; for that because the aforesaid *C D* doth not prosecute his Writ by him *C*, in a certain Plea of Debt for Forty Pounds upon Demand, against the aforesaid *A* in our Court commenced, whereof he is convicted; and have there this Writ. Witness *Robert Eyre*, at *Westminster*, (as in others.)

Upon the Plaintiff's Non-Suit at the Assizes.

As next before, unto — For his Costs and Charges which he hath sustained for the false Clamour of the aforesaid *C*, in a certain Plea of Debt upon Demand for Forty Pounds, by the same *C* against the aforesaid *A* in our Court prosecuted, whereof he is convicted; and have there, &c. (as in others.)

Upon a Non-Suit in Ejectment.

Say as before in Debt, to — For his Costs and Charges which he hath sustained, for that the aforesaid *C* doth not prosecute his

his Writ in a certain Plea of Trespafs and Ejectment, by the same C against the aforesaid A, in our Court aforesaid obtained, whereof he is convicted; and have, &c.

Upon a Non-Suit in Trespafs.

As next before, only say — Which he hath sustained, because that the aforesaid C doth not prosecute his Writ in a certain Plea of Trespafs by him C, &c. (*as in others*)

Capias ad Satisfaciendum against an Executor of his proper Goods, upon a Devastavit returned by the Sheriff.

— Greeting. We command you, that you take *E F*, Executor of the Testament of *A B*, if he is to be found in your Bailiwick, and him safely keep, so that you have his Body before our Justices at *Westminster*, (*the Return*) to satisfy unto *C D*, as well a certain Debt of Thirty Pounds which the same C, in our Court before our Justices at *Westminster*, hath recovered against him, as Thirty Shillings, which to the same C, in our Court, were adjudged for his Damages which he had by Occasion of the detaining of that Debt, whereof he is convicted, and whereupon it is considered in our same Court, that the aforesaid C may have Execution against the aforesaid *E F*, the Executor, for the Debt and Damages aforesaid, of the proper Goods and Chattels of him *E F*, to be levied, for that the aforesaid *E F* hath wasted diverse Goods and Chattels which were the aforesaid *A B*, the Testator,

Capias ad Satisfaciendum.

Com. Pleas. ffator, at the Time of his Death, to the Value of the Debt and Damages aforesaid, which came to the Hands of the aforesaid *E F* after the Death of the aforesaid *A B* to be administered, hath wasted, and to his own proper Use converted and disposed, so as you yourself, to our Justices at *Westminster* (*such a Return*) last past, hath certified; and have there this Writ. Witness *Robert Eyre*, &c. (*as in others.*)

Note, That upon a Judgment against an Executor or Administrator, a *Ca. Sa.* ought not to issue out, but a *Fi. Fa.* of the Goods of the Testator; except a *Devastavit* be returned, and then a *Ca. Sa.* lies against the Body, or a *Fi. Fa.* against their Goods.

Ca. Sa. post Sci. Fa. upon Defendant's Default.

— Whereof he is convicted; and whereupon it is considered in the same our Court, that the aforesaid Plaintiff may have Execution against the aforesaid Defendant, for the Debt and Damages aforesaid, by the Default of him *D*; and have, &c.

See afterwards *Fi. Fa.* and *Sci. Fa.*

Fieri

Fieri Facias.

61

Com. Pleas:

Fieri Facias.

Fieri Facias in Case, upon Promises not performed.

GEORGE the Second, by the Grace ^{Stamp treble} of God, of Great Britain, France, and ^{6d.} Ireland, King, Defender of the Faith, &c. to the Sheriff of S, Greeting. We command you, that of the Goods and Chattels of A B, late of, &c. in your Bailiwick, you cause to be made Ten Pounds, which to C D in our Court, before our Justices at Westminster, were adjudged for his Damages which he had by Occasion of certain Promises and Assumptions to the same C, by the aforesaid A, at E, in your County, made, not performed; and that Money have before our Justices at Westminster, in the Morrow of the Holy Trinity, to render to the aforesaid C, for the Damages aforesaid, whereof he is convicted: And have there this Writ. Witness, &c.

This Writ must be signed in the Prothonotary's Office, where Declaration is filed for which you pay 4d. and sealing at the Seal-Office, 7d. Warrant 2s. 4d.

(Were adjudged) for his Damages which he hath sustained by Occasion of a certain Trespass upon the Case, by the aforesaid A, at E, in your County made and brought upon the same C, whereof he is convicted, and have that Money, &c. (as in others)

Another in Case.

For Words.

By Occasion of the saying and publishing of certain scandalous Words by the aforesaid

Com. Pleas. said *A*, of the aforesaid *C*, at *E*, in your County; and have that Money, &c.

In Covenant.

Covenant.

Say as before, unto — For his Damages which he hath by Occasion of the Breach of a certain Covenant made between the aforesaid *A*, and the aforesaid *C*, according to the Force, Form, and Effect of certain Articles (or certain *Indentures*, &c. as the Case is) between them made and broken, and have that Money, &c.

In Debt.

Debt.

Otherwise
called, if upon
a Specialty.

George, &c. (as before) — We command you, that of the Goods and Chattels of *A B*, late of *E*, in your County, Gentleman, in your Bailiwick, you cause to be made as well a certain Debt of Forty Pounds, which *C D*, in our Court, before our Justices at *Westminster*, hath recovered against him, as of Sixty Shillings, which were adjudged to the same *C*, in the same our Court, for his Damages which he hath by Occasion of the Detention of that Debt; and have that Money, &c. (as in others) — to render to the aforesaid *C* of the Debt and Damages aforesaid, whereof he is convicted; and have, &c.

In Ejectment for Damages.

Ejectment.

George, &c. — That you cause to be made Ten Pounds, which to *C D* in our Court, before our Justices at *Westminster*, were adjudged

judged for his Damages which he sustained by Comm. Pleas.
Occasion of a certain Trespass and Ejectment
brought upon the aforesaid *D* by the afore-
said *A*, by Force and Arms, and against our
Peace, at *C*, in your County, and have that
Money, &c. (*as before in Case.*)

In Replevin.

By Occasion of the taking and unjustly de-
taining of the Cattle of him (*the Plaintiff*)
at *E*, in a certain Place called *G*, whereof
he is convicted, and have there, &c.

In Trespass.

— By Occasion of a certain Trespass *Trespass.*
brought in upon the same *C*, by the afore-
said *A*, by Force and Arms, and against our
Peace, at *E*, in your County, and have that
Money, &c. of Damages, &c.

George the Second, by the Grace of God *The Trespass,*
of Great Britain, France, and Ireland, King, *where several*
Defender of the Faith, &c. To the Sheriff of *Damages are*
M, Greeting. We command you, that of *recovered*
the Goods and Chattels of *CD*, late of *G*, *against Two*
in your County, Yeoman, in your Bailiwick,
you cause to be made Four Pounds, for Da-
mages which *AB* hath sustained by Occasion
of a certain Trespass brought on the same
A by the aforesaid *C*, and also of the Goods
and Chattels of *EF*, late of the same, in your
County, in your Bailiwick, you cause to be
made Sixty Shillings for the Damages of the
aforesaid *A*, which he hath sustained by Oc-
casion of a certain Trespass brought upon the
Defendants.
same

Com. Pleas. same *A*, by the aforesaid *E*; and also of the Goods and Chattels of them *C* and *E*, in your Bailiwick, you cause to be made Ten Pounds for his Costs and Charges, by him about his Suit in this Behalf expended; and have that Money before our Justices at *Westminster*, from the Day of Saint *Michael* in Three Weeks, to render to the aforesaid *A* of the Damages aforesaid, whereof he is convicted; and have there, &c.

Testatum Fieri Facias in *Debt*.

* Sheriff of
the County in
the first Writ
and Return
thereof.

*Write as before in a General Fieri Facias in Debt, unto — he is convicted: And whereupon our Sheriff of S * hath signified to our Justices at Westminster, at a certain Day now past, that the aforesaid A hath no Goods or Chattels in his Bailiwick, from whence the Debt and Damages aforesaid, or any Part thereof, he could make to be done or levied; whereas it is attested in the same our Court, that the same A has enough of Goods and Chattels in your County whereof the Debt and Damages aforesaid can be made to be done and levied; and have there this Writ. Witness, &c.*

Fieri Facias against an Administrator.

We command you, That of the Goods and Chattels which were *R G*, who died intestate, as it is said, at the Time of his Death in the Hands of *AG*, Widow, Administratrix of the Goods and Chattels which were the same *R*, being in your Bailiwick, you cause to be made

made as well a certain Debt of ten Pounds, which J S Gent. in our Court, before our Justices at *Westminster*, hath recovered against her, as twenty Pounds, which were adjudged to the same *A*, in the same our Court, for his Damages which he hath by Occasion of the Detention of that Debt, if the same *A* hath so much Goods and Chattels which were the aforesaid *R* at the Time of his Death in her Hands administred: And if she hath not, then the Damages aforesaid to be levied of the proper Goods and Chattels of the aforesaid *A*. And have that Money, &c. (*as in others.*)

Note, If any Executor plead *Ne Unques* Executor, and it be found for the Plaintiff, the *Fieri Facias* shall be of the proper Goods; but if he plead *Plene Administravit*, and it be found for the Plaintiff, then the *Fieri Facias* shall be of the Goods of the Testator; and if the Executor has sold the Testator's Goods, and taken Money, or other Goods for the same, then he is, 'tis said, upon the *Fieri Facias*, to take other Goods of the Executor, to the Value of the Goods sold. 14 H. 4. Fitz. Ret. 55.

See after upon a *Devastavit* returned.

Also, for a further Satisfaction of Execution, &c. upon all manner of Writs, see *Dalton's Office of Sheriffs*, last published; *The Compleat Sheriff*; *Retorna Brevium*; *Greenwood of Courts*.

Fieri Fac. against Executors in Covenant.

— We command you, that of the Goods and Chattels of *J B*, &c. in the Hands of *WB* and *RB*, Executors of the Testament of the same *J B*, being in your Bailiwick, you cause to be made as well One Hundred Pounds, which to *AM* in our Court, before our Justices at *Westminster*, were adjudged for his Damages which he had by Occasion of the Breach of a certain Covenant made between the aforesaid *J B* deceased, and the aforesaid *A*, as five Marks, which were adjudged to the same *A*, in the same our Court, for his Costs and Charges by him about his Suit in this Behalf put unto, if the same *WB*, and *RB*, have so much Goods and Chattels which were *J B* at the Time of his Death in his Hands to be administred; and if they have not then the Damages aforesaid for his Costs and Charges, to be levied of the proper Goods and Chattels of them the said *WB* and *RB*; and have that Money before our Justices at *Westminster*, &c. (as in others.)

Fieri Facias, by Default after Nihil returned, on Scire Fac. post Annum et Diem, (after a Year and a Day.)

— Whereof he is Convicted: And whereupon it is considered in the same our Court before our Justices at *Westminster*, that the aforesaid *W* may have Execution against the

the aforesaid C, by the Default of him T. Com. Pleas.
And have, &c.

*Fieri Facias of the proper Goods, after a
Devastavit is returned by Inquisition.*

George the Second, &c. ——— Greeting, Fieri Facias de bonis propriis post devastavit retorn. per Inquisitionem.
We command you, that of the Goods and Chattels of J S, Executor of the Testament of T S in your Bailiwick, you cause to be made as well a certain Debt of One Hundred Pounds, which W A, Esq; in our Court before our Justices at *Westminster* hath recovered against the aforesaid T in his Life, as sixty Shillings which were adjudged to the same W in our Court, for his Damages which he hath by Occasion of detaining that Debt ; and have that Money before our Justices at *Westminster*, in the *Ostaves* of St. *Hillary*, to render to the aforesaid W of the Debt and Damages aforesaid, whereof the aforesaid T in his Life was convicted. And whereupon it is considered in the same our Court, before our Justices at *Westminster*, that the aforesaid W may have Execution against the aforesaid J, of the Debt and Damages aforesaid, to be levied of the proper Goods and Chattels of the aforesaid J, by the Default of him J, for that the aforesaid J hath sold, and to his proper Use converted and disposed of diverse Goods and Chattels which were the aforesaid T at the Time of his Death in his Hands, to be administred to the Value of the Debt and Damages aforesaid, so as by a certain Inquisition indented before you, at —

Com. Pleas. &c. ——— Day of ——— last past, by the Oath of honest and lawful Men of your Bailiwick, (*from the Day of St. Martin in fifteen Days,*) last past, returned before our aforesaid Justices at *Westminster*, remaining of Record, more fully it continues and appears; and have there this Writ. Witness, &c.

Elegit of Debt.

Elegit de Debito.

GEORGE, &c. To the Sheriff of S, Greeting. Whereas *AB*, lately in our Court, before our Justices at *Westminster*, by the Consideration of the same Court, had recovered against *CD*, late of, &c. as well a certain Debt of Two Hundred Pounds, as One Hundred Shillings which to the same *A*, in the same our Court, were adjudged for his Damages, which he had by Occasion of detaining of that Debt, whereof he is convicted, the same *A* afterwards came into the same our Court, and by the Statute thereof provided, Eleſts to have delivered to him all the Goods and Chattels of the aforesaid *C*, besides the Oxen and Heifers of his Plough, and likewise a Moiety of all his Lands and Tenements in your Bailiwick, to hold to him the Goods and Chattels aforesaid, as his own proper Goods and Chattels; and also to hold the Moiety aforesaid, as his own free Tenement, to him and his Assigns, according to the Form of the Statute aforesaid, until he shall have levied thereof the Debt and Damages aforesaid. And therefore we command you, that all the Goods and Chattels of the aforesaid *C*, besides the Oxen and Heifers

Heifers of his Plough, and likewise a Moie-
 ty of all his Lands and Tenements in your
 Bailiwick, of which the same C, on the
 Morrow of the *Holy Trinity*, in the sixth
 Year of our Reign, on which Day the Judg-
 ment thereof was given, or ever after, was
 seized to the aforesaid A, without Delay
 you cause to be delivered by a reasonable
 Price and Extent, to hold to him the Goods
 and Chattels aforesaid, as his own proper
 Goods and Chattels: And also to hold the
 Moiety aforesaid, as his own Freehold Te-
 nement, to him and his Assigns, according to
 the Form of the Statute aforesaid, until the
 Debt and Damages aforesaid he shall there-
 of have levied; and how this our Precept
 you shall have executed, make appear to our
 Justices at *Westminster*, from the Day of Saint
Michael in three Weeks, under your Seal,
 and the Seals of them by whose Oath you
 shall have made that Extent and Appraise-
 ment; and have there this Writ. Wit-
 nefs, &c.

Elegit for Damages in Trespafs.

George, &c. Whereas AB, lately in our
 Court, before, &c. by Consideration of the
 same Court, had Execution against CD, late
 of, &c. for Twenty Pounds, which to the
 same A, in the same our Court, were adjudg-
 ed for his Damages, which he had sustained
 by Occasion of a certain Trespafs brought
 upon the same A, by the aforesaid C, by
 Force and Arms, and against our Peace at E,
 in your County, whereof he is Convicted,

Com. Pleas.

the same *A* afterwards came into the same our Court, (&c. *as before*, unto) until the Damages aforesaid he thereof shall have levied: Therefore we command you, that all the Goods and Chattels which were the aforesaid *C*, (*such a Day*,) last past, on which Day the aforesaid *A* first obtained Execution of the Judgment aforesaid, and likewise a Moiety of all the Lands and Tenements of which the same *C*, or any Person or Persons to the Use of him *C*, (*such a Day*,) or at any Time afterwards were seized to the aforesaid *A*, without Delay thou cause to be delivered, &c. (*as before*.)

Elegit after an Elegit.

George, &c. (*as before*, reciting the first *Elegit* unto,) ——— until the Debt and Damages aforesaid he shall thereof have levied, and likewise that our Precept you shall have executed, make appear to our Justices at *Westminster*, in the *Octaves* of Saint *Hillary* last past: And you have sent to our Justices at *Westminster* at that Day, a certain Inquisition taken before you at the Castle of *E*, (*such a Day*,) last past, by the Oath of twelve, &c. by which it is found that the aforesaid *C* was seized of the Manor, &c. (*Reciting the Return of the Inquisition*.) Upon which the aforesaid *A* came into the same our Court, saying, That the aforesaid *C*, at the Time of the Judgment aforesaid given, and afterwards, had diverse Lands and Tenements in your County, to the yearly Value of Forty Pounds, besides the aforesaid Manors,

Manors, &c. in the Inquisition aforesaid above specified : And also was possessed of diverse Goods and Chattels in your County, to the Value of Thirty Pounds, which you yourself could have extended and appraised, and delivered to the aforesaid *A*. And therefore we command you, as before we have commanded you, that all the Goods and Chattels of the aforesaid *C*, besides the Oxen and Heifers of his Plow, and likewise a Moiety of all the Lands and Tenements of him *C* in your County, besides the aforesaid Manors in the Inquisition aforesaid above specified, of which the same *C*, at the Time of the Judgment aforesaid given, or at any Time afterwards was seized, or possessed. And also the Moiety of the Manors in the Inquisition aforesaid specified, you cause to be delivered to the aforesaid *A*, by a reasonable Price and Extent, to hold as his free Tenement to him and his Assigns, according to the Form of the Statute aforesaid, until the Debt and Damages aforesaid, shall be thereof levied : And in what manner you shall have executed this our Precept, make plainly appear to our Justices at *Westminster*, from the Day of Saint *Michael* in three Weeks, under your Seal, and the Seals of them, &c. (*as before.*)

A Writ of Possession.

GEORGE, &c. To the Sheriff of S, Greeting. Whereas *A B* lately in our Court, before our Justices at *Westminster*, by the Consideration of the same Court, hath recovered his Term as yet to come, of, and in two Messuages, (&c. as in the Declaration,) with the Appurtenances in *E* in your County, against *C D*, late of *F* in your County, Gent. which *C D* Gent. the fifteenth Day of *June*, in the sixth Year of our Reign, to the aforesaid *A* had Demised, to have and to hold the Tenements aforesaid, with the Appurtenances to him and his Assigns, from the twenty first Day of *January* then last past, until the full End and Term of five Years, from thence next following, and fully to be compleat and ended, which is not yet past; and whereof the aforesaid *C*, him *A*, from his Possession thereof hath expelled, and amoved, and the same *A* from his Farm aforesaid ejected. And therefore we command you, that without Delay, you cause the aforesaid *A* to have his Possession of his Term aforesaid yet to come, of, and in the Tenements aforesaid, with the Appurtenances; and how you shall have executed this our Precept, make appear to our Justices at *Westminster*, from the Day of Saint *Michael* in three Weeks, and have there this Writ. Witness, &c.

Fieri

Fieri Facias for Costs, upon a Writ of Possession.

If you add a Fieri Facias for Costs, after the Return of the Writ, say, ———— We also command you, that of the Lands and Chattels of the aforesaid C in your Bailiwick, you cause to be made Ten Pounds, which to the same A, in our same Court, were adjudged for his Damages which he had by Occasion of the Trespass and Ejection aforesaid, and that Money have before our Justices at Westminster, at the aforesaid Term, to be rendered to the aforesaid A for his Damages aforesaid, whereof he his Convicted. And have there this Writ, &c.

Attachment of Priviledge.

For an Attorney of the Common Pleas.

George, &c. To the Sheriff of S, Greeting. Attach C D, E F, &c. if they shall be found in your Bailiwick, and them safely keep, so that you have their Bodies before our Justices at Westminster, on Wednesday next after three Weeks of Saint Michael, to answer unto A B, Gent. one of the Attornies of our Court of the Bench, according to the Liberty and Priviledge of the same Court for such Attornies, and other Ministers of the same Bench, from the Time whereof Memory doth not exist used and approved of in the same, of a Plea of Trespass. And have there this Writ, &c.

Note. Of a Plea of Trespass, is not enough to hold to Bail.

If

Com. Pleas.

If the Action be Bailable, and the Plaintiff has made Affidavit of his Debt, then say, *Of a Plea of Trespass upon the Case*: The Sum of the Affidavit must be Endorsed on the Writ.

*An Attachment against an Attorney,
for a Contempt.*

George, &c. Attach *E F*, one of the Attornies of our Court of the Bench, so that you have him before our Justices at *Westminster*, (*such a Day*), to answer unto us of, and concerning those Things, which to him, on our Part, shall be at that Time objected. And have, &c.

This may serve against other, *Mutatis Mutandis*.

*Certiorari for an Attorney of the
Common Bench.*

GEORGE, &c. To the Mayor, and Aldermen, and Sheriffs of *London*, Greeting. We command you, that all and singular Causes, Plaints, and Demands, against *A B*, one of the Attornies of our Common Bench, before you, or any of you levied, begun, and depending, together with the Days of levying them, you have before our Justices at *Westminster*, on *Monday* next ensuing, that our same Justices having seen those Causes, may do thereof to the aforesaid *A B*, a full Complement of Justice, according to the Liberty and Priviledge for such Attornies, from the Time whereof
Memory

Memory exists not hitherto used and approved of. And have, &c. Com. Pleas.

To remove a Plea into the Common Pleas.

George, &c. To the Mayor, Aldermen, Certiorari. and Sheriffs of *London*, Greeting. We willing of certain causes to be certified, as well of a certain Original Bill before you, or any of you levied, or affirmed, against *T R*, late of, &c. at the Suit of *T M*, of a Plea of Debt upon Demand of eight Pounds, as of a certain Attachment thereupon made for eight Pounds, in the Hands and Custody of *A B*, being attached and defended, We charge you, that the Original Bill aforesaid, and the Attachment aforesaid, may be therefore fully and clearly, with all Things touching the same, as far as before you, or any of you it resides, (or resteth,) by whatsoever Names the Parties in the same may be distinguished, (or charged,) before our Justices at *Westminster*, in fifteen Days of *Easter*, you send together with this Writ, that our same Justices may further thereof cause to be done, as far as of Right they shall see ought to be done. Witness, &c.

For an *Accedas ad Curiam*, &c. to remove Complaints out of inferior Courts, and for the Nature of them, see *Dalton's Office* of a Sheriff; *Greenwood* of Courts; and amongst the special Notes, *Title, Habeas Corpus*.

Habeas

Com. Pleas.

Habeas Corpus cum Causa ad Fac. & Ret.

GEORGE, &c. To the Mayor, &c. Greeting. We command you, and every of you, that the Body of *AB*, in our Prison, under your Custody, as it is said detained, by whatsoever Name he may be charged in the same, together with the Day and Cause of the taking and detaining of the same *AB*, you have before our Justices at *Westminster*, (*the Return*), to do and receive whatsoever our Court shall consider of him, in this Part; and have there this Writ. Witness,

Stamp now 5 s. Prothonotary to Sign it, 1 s. 4 d. to Judge 4 s. Sealing the Allowance at the Marshal's Court 4 s. 8 d. and for the second Cause, 1 s. &c. Any Judge of the Common Pleas may Sign it, and take the Bail, and Defendant, need not attend with the Bail Stamp for Bail-Piece, 2 s. Judge's Clerk's Fee upon Bail, 7 s. 6 d. The Marshals Court take 2 or 3 Days to make their Return. Any Thing above 5 l. removes the Action.

Habeas Corpus to the Marshal's Court,
Returnable immediate.

GEORGE, &c. To the Judges of the Court of our Palace at *Westminster*, and to every of them Greeting. We command you, that the Body of *AB* in our Prison, under your Custody, as it is said, detained, by whatsoever Name he may be charged in the same, together with the Day and Cause of the taking and detaining of the same *AB*, you have before *Robert Eyre*, Knight, our Chief Justice, (or before *Alexander Denton*, Esq; one of our Justices, when it is returnable, before another Judge of the Bench,) at his Chamber situate in *Serjeant's-Inn*, in *Chancery-Lane*, immediately after the Receipt of this Writ, to do and receive whatsoever our same Justice shall then and there consider of him in this Part. And have there this Writ, &c.

You

You leave the *Habeas Corpus* at the *Marshal's* Court Office in *Clifford's Inn*, and after they have returned it, you carry it with the Defendant and Bail to the Judge, *before whom*, &c. or any other Judge. Com. Pleas.

Note, Any Action above Five Pounds, removes the Cause. See the *King's Bench*.

Note, If the Defendant be minded to go to the *Fleet*, then there needs no Bail; but if the Defendant be not actually in Prison then, he must get the Officer to return a *Cepi*, or else to get the Officer to come over, to take him into his Custody, and make Certificate; or else actually to carry the Persons to the Prison.

Habeas Corpus *upon a Cepi Corpus*,
returned in Debt.

G E O R G E, &c. Greeting. We com-
mand you, that you have before our Justices
at *Westminster*, (*such Return*,) the Body of
A B, whom by our Precept you have taken,
and detain in your Power, so as you your-
self to our Justices at *Westminster*, (*such a*
Day,) last past have returned, to answer *E D*
of a Plea, that he render to him Twenty
Pounds, which he owes him, and unjustly
detains, as it is said. And have, &c.

The like in other
Actions, accord-
ing to the Form
of the Capias.

Note, That upon Bail taken of a Person in Custody, the Prisoner is not to be discharged till the Bail be assented to, or over-ruled in open Court; The Defendant being bailed
upon

Com. Pleas. upon a *Habeas Corpus*, the Plaintiff must bring his new Original within two Terms following; (that Term wherein the Bail was taken, to be accounted for one, unless it was taken the last Day of the Term,) and declare against him as the Nature of his Cause, or Action shall require, observing the same Method of getting Judgment and Execution, by way of *Nil Dicit*, *Non sum Informatus*, *Confession*, or Trial by *Nisi Prius*, as in other Cases.

See more after in *Scire Facias*, of proceeding against the Bail.

Note, If a Man be taken upon a *King's Bench* Process, and removes himself to the *Fleet*, you may charge him with a Declaration in this Court; for the Method thereof, see the latter End of the Book, the Rules made by this Court, for delivering Declarations against Prisoners, and the Proceedings thereon.

Procedendo in the Marshal's Court.

GEORGE, &c. To the Judges of our Palace Court of *Westminster*, and to every of them Greeting. Whereas we have lately commanded you, by our Writ, that you should have before *Robert Eyre*, Knight, our Chief Justice of the Bench, at his Chamber situate in *Serjeant's Inn*, in *Chancery-Lane*, Denton, *Esq*; immediately after the Receipt of the aforesaid Writ, the Body of *AB* in our Prison, under your Custody detained, as is said, together with the Day and Cause of the taking and detaining of him, by whatsoever Name the same *A* may be charged, to do, and receive

If before another Judge, say, Before Alexander Denton, Esq; One of our Justices of the Bench, &c.

ceive what our aforefaid Chief Juſtice ſhall Com. Pleas.
conſider of him in this Part. Nevertheleſs,
for certain Cauſes, our Juſtices of the Bench
aforeſaid, at *Westminster*, in this Behalf ſpe-
cially moving, We command you, and every
of you, that in whatſoever Pleas and Complaints
againſt him *A B*, in our Court before you
moved, or depending, according to the Law
and Cuſtom of our Kingdom of *Great Britain*,
and the Court aforeſaid, you proceed with
Effect, any Writ lately directed to you to
the contrary notwithſtanding. Witneſs, *Ro-*
bert Eyre, at *Westminster*, &c.

Another.

As above to ———— Shall con-
ſider of him in this Behalf, becauſe notwith-
ſtanding, to our Juſtices of the Bench afore-
ſaid, at *Westminster*, it ſufficiently appears,
that the aforeſaid *A*, his Writ aforeſaid of
Habeas Corpus, together with the Day and
Cause of the taking and detaining of the
ſame *A*, before our aforeſaid Juſtices, at the
Day and Place aforeſaid, according to the
Tenor of the ſame Writ, in due Manner hath
not proſecuted ; therefore we command you,
that in all and ſingular Pleas, or Complaints, in
our Court before you, or any of you moved,
or depending, according to the Law and
Cuſtom of our Kingdom of *Great Britain*,
and the Court aforeſaid, as far as ſhall be
juſt, you proceed, and every of you proceed
with Effect, our Writ of *Habeas Corpus* to you
thereof lately directed, in any wiſe notwith-
ſtanding. Witneſs, &c.

Another

Com. Pleas.

*Another upon a Habeas Corpus, returnable
in Court.*

Procedendo. **GEORGE**, &c. Whereas we have lately commanded you by our Writ, that you should have before our Justices at *Westminster*, on *Wednesday* next, after fifteen Days of Saint *Martin*, the Body of *AB* in our Prison, under your Custody detained, as was said, by whatsoever Name he should be charged, together with the Day and Cause of the taking and detaining the same *A*, to do and receive whatsoever our same Justices should consider of him in this Behalf: However, for certain Causes, our Justices at *Westminster* in this Behalf moving, We command you, that in all and singular Pleas and Plaints in our Court before you, against the aforesaid *AB* moved, or depending, you proceed with Effect, the aforesaid Writ of *Habeas Corpus* of the aforesaid *A*, to you lately to the contrary thereof directed, in any wise notwithstanding. Witnesses, &c.

*Scire Facias General, after a Year
and a Day.*Post Annum
& Diem.

G **GEORGE**, &c. To the Sheriff of *L*, Greeting. Whereas *AB*, lately in our Court, to wit, in the Term of *Easter*, in the sixth Year of our Reign, before *Robert Eyre*, Knight, and his Companions, then our Justices of the Bench at *Westminster*, by the Consideration of the same Court, had recovered
against

against *CD*, late of *E* in your County, Gent. otherwise called *CD* of *E*, in the County of *L*, Gent. as well a certain Debt of Eighty Pounds, as Sixty Shillings, which to the same *A* in our same Court were adjudged for his Damages, which he had by Occasion of the detaining of that Debt, whereof he is convicted, so as by the Record and Process thereof in our same Court before our Justices at *Westminster* remaining, manifestly appears. Nevertheless, Execution of the Judgment aforesaid as yet remains to be done, so as we have understood, on the Insinuation of the aforesaid *AB*; and because we would have due Execution to be given in Charge of those Things, which in our same Court are rightfully done, We command you, that by honest and lawful Men of your Bailiwick, you cause the aforesaid *CD* to know that he is to be before our Justices at *Westminster* in the *Octaves* of the *Holy Trinity*, to shew if any Thing for himself he has, or knows to say, why the aforesaid *AB* ought not to have Execution against him for the Debt and Damages aforesaid, according to the Form of the Recovery aforesaid, if it shall seem expedient to him, and have there the Names of them by whom you have caused him to know, and this Writ. Witness, *Robert Eyre* Knight, at *Westminster*, the twenty eighth Day of *June*, in the sixth Year of our Reign.

Note, One *Scire Fec'* and one *Nihil* returned, is sufficient in this Court to ground a Judgment and Execution, if it be against the Party himself.

Com. Pleas.

After the Sheriff has returned the Scire Facias, then you must prepare an Entry of the Judgment after this Manner.

L. to wit. It was commanded the Sheriff. Whereas *A B*, lately in the Court of the Lord the now King, to wit, in the Term of *Easter*, in the sixth Year of the Reign of the said Lord the King, before *Robert Eyre*, Knight, and his Companions, then Justices of him the Lord the King of the Bench here, to wit, at *Westminster*, by the Consideration of the same Court, had recovered against *CD*, late of *E*, in the County of *Lincoln*, Gent. otherwise called *CD*, of *E*, in the County of *L*, Gent. as well a certain Debt of Eighty Pounds, as Sixty Shillings, which to the same *A*, in our same Court, were adjudged for his Damages, which he had by Occasion of detaining that Debt; whereof he is convicted, as by the Record and Process thereof in the same Court of the said Lord the now King here, to wit, at *Westminster* aforesaid remaining, manifestly appears. Nevertheless, Execution of the Judgment aforesaid, as yet remains to be done, as on the Insinuation of the aforesaid *A*, the King had allowed. And because, &c. by honest, &c. you cause the aforesaid *C* to know that he should be here at this Day, to wit, in the *Octaves* of the *Holy Trinity*, to shew if any Thing, &c. why the aforesaid *A* ought not to have Execution against him for the Debt and Damages aforesaid, according to the Form of the Recovery aforesaid, If, &c. And now here at this Day, came the

This Scire Facias as ought to be Entered on the Prothonotary's Remembrance, and Rule given thereon in the Margent, before the Judgment Signed; or at least Rules given with the Secondary.

the aforesaid *A*, by *D R*, his Attorney, and presented himself the fourth Day, against the aforesaid *C*, of the aforesaid Plea. And he being solemnly required, did not come, and the now Sheriff hath certified that he had nothing, &c. nor is to be found, &c. Therefore it is considered that the aforesaid *A* may have Execution against the aforesaid *C*, of the Debt and Damages aforesaid, by Default, &c.

Com. Pleas.

See before, for a Fieri Facias, after Nihil returned on Scire Facias, and Judgment.

Of Scire Facias against Bail.

Here it is to be observed, that when the Plaintiff hath obtained Judgment against the Defendant, where Special Bail hath been given, the Plaintiff may either take the Defendant upon Execution, or prosecute his Bail. — The Manner of the prosecuting the Bail is thus.

First, The Judgment being Entred, he must Sue forth a *Capias ad Satisfaciendum* against the Defendant, directed to the Sheriff of the same County where the Action was first laid ; and upon the Return thereof, get the same returned, *He is not to be found*. Then he must procure a Writ of *Scire Facias* against the Bail, (the Form whereof hereafter followeth.) *To shew Cause why the Plaintiff should not have Execution against them, according to the Recovery, or Judgment so had against the Defendant.* Upon which Writ, if the Sheriff do

Hob. 96.

The Scire Facias must issue to the Sheriff of the County where the Capias was.

Com. Pleas. return *Scire Fec'* you need not make out any second Writ; but if he return *Nihil Habent*, then you must make out a second Writ of *Scire Facias*, and get it returned. If it be returned also *Nihil*, (yet two *Nihil* amount to a *Scire Feci*,) then you must give Rules upon them in the Prothonotary's Office, and file them with the *Custos Brevium*. And thereupon if the Bail shew not Cause to the contrary, then Judgment by Default may be Entred against them in the same Prothonotary's Office, for the Sum in which they became Bail, and the Plaintiff may thereupon take out Execution against them, either by *Fieri Facias*, or *Elegit*, but not by *Capias ad Satisfaciendum*, because it is against the Tenor of the Bail.

Otherwise :

There is also another Way of proceeding against the Bail, and that is by Original at the Common Law, for the Sum for which they become Bail, and thereupon arrest their Bodies, either upon the *Capias*, *Alias* and *Pluries*, or Sue them to *Exigent* thereupon, and declare upon the said Recognizance, using all Proceedings thereupon, as in an Action of Debt. And the Action ought to be laid in the County of *Middlesex*, where the Records do lie, and whence the *Venire* for that Respect must arise.

And Note, That if the Bail cannot be arrested in *Middlesex* upon a *Capias*, &c. you may return *Non est Inventus*, He is not to be found, &c. And thereupon Sue forth a Writ of *Testatum*, and thereby arrest them in another

ther County where they may be found, observing the like Proceedings as in an Action of Debt. Com. Pleas.

Scire Facias, *upon a Recognizance against*
B A I L.

GEORGE, &c. To the Sheriff of *Middlesex*, Greeting. Whereas *AB*, late of, &c. lately in our Court, to wit, the first Day of *February*, in the sixth Year of our Reign, undertook upon himself for *EF*, in Fifty Pounds, that the same *E* should appear in our same Court, before our Justices at *Westminster*, (*here put the Return*,) then next following, and so from Day to Day, to every Day, to a Plea of Debt upon Demand, for Fifty Pounds, by one *GH*, against the aforesaid *E*, in our same Court prosecuted, until that Plea shall be ended, and Judgment thereof given. And if it should happen the aforesaid *E*, in the aforesaid Plea to be convicted, and Judgment for the aforesaid *G*, against the same *E* to be given, the aforesaid *E* should satisfy the aforesaid *G*, of the Debt and Damages for the same *G*, in the aforesaid Plea against the aforesaid *E*, to be recovered, and adjudged; or that he, the same *E*, should render himself to the Prison of the *Fleet*, on that Occasion; which said Sum of Fifty Pounds, the aforesaid *A* hath acknowledged, of his Lands and Tenements to be made, and to the Use and Behoof of the aforesaid *G*, to be levied, if it shall happen the aforesaid *E*, in any of the Premises to make Default, and thereof in a lawful Manner to be convicted, as by

Com. Pleas.

the Record and Process thereof remaining in our same Court, manifestly appears. And though the aforesaid *G* afterwards, to wit, in the Term of — in the sixth Year of our Reign, in our same Court, hath recovered against the aforesaid *E*, the aforesaid Fifty Pounds, of the Debt aforesaid, and also Sixty Shillings for his Damages, by Occasion of that Debt, as by the Record and Process thereof, in our same Court before our Justices at *Westminster* aforesaid likewise remaining, manifestly appears. Yet the aforesaid *E*, his Body in Execution of the Judgment aforesaid, in our same Court before our Justices aforesaid, hath not rendered, nor hath the same *E* the aforesaid *G* satisfied, for the Debt and Damages aforesaid, as we have understood, on the Insinuation of him *G*. And because we would those Things, which in our aforesaid Court are rightly done and acknowledged, for due Execution to be given in Charge, We command you, that by honest and lawful Men of your Bailiwick, you cause the aforesaid *A* to know that he is to be before our Justices at *Westminster*, from the Day of Saint *Michael* in three Weeks, to shew if any Thing he had for himself, or knew to say, why the aforesaid Fifty Pounds Debt, and Sixty Shillings of Costs, by him in Form aforesaid acknowledged, ought not to be made of his Goods and Chattels, and to the aforesaid *G* rendered, according to the Form of the Recognizance aforesaid, if to him it shall seem fitting. And have there the Names of them by whom you caused him to know, and this Writ, &c.

Note,

Note, This first *Scire Facias* is to be made ^{Com. Pleas.} out by the Filacer of the County, and if ^{Where the Bail} there be occasion for the second, then the ^{is upon a Ha-} Attorney makes that out: *Teste* on the Ap-^{the Attorney} pearance of the first, &c. And there ought ^{makes the Scire} to be fifteen Days between the *Teste* and ^{Facias for him-} *Return.* ^{self.}

But see 1 *Lut.* 26. as to a Plea in Abatement, that there were only fourteen Days between the *Teste* and *Return* of a *Scire Facias*.

" It was answered and resolved, That it " was good by the Statute of 17 *Car.* 1mi. *Cap.* 6. *Par.* 8. and a *Respondeas Ouster* was awarded.

Scire Facias upon a Judgment against an Executor, after a Year and a Day.

GEORGE, &c. To the Sheriff of *Derby*, Greeting. Whereas *AB*, lately in our Court, to wit, in the Term of *Easter*, in the sixth Year of our Reign, before *Robert Eyre*, Knt. and his Companions, our Justices of the Bench at *Westminster*, had recovered against *EF*, late of, &c. Executor of the Testament of *ST*, as well a certain Debt of Twenty Pounds, of the Goods and Chattels which were the aforesaid *S* at the Time of his Death, in the Hands of the aforesaid *E* being, to be levied, if the aforesaid *E* hath had so many Goods and Chattels which were the aforesaid *S* at the Time of his Death in his Hands to be administred. And if he

Com. Pleas. hath not had, then the Damages aforesaid to be levied of the proper Goods and Chattels of him *C*, whereof he is convicted, &c. (*as last before in the other unto manifestly appears.*) Yet Execution of the Judgment aforesaid, as yet remains to be done, so as by the Insinuation of him *A* we have understood. And because we would, &c. (*as before.*) that by honest, &c. to shew, &c. why the aforesaid *A* ought not to have Execution against him for the Debt and Damages aforesaid, if it shall appear fitting to him; and have therethe Names, &c. and this Writ. Witness, &c.

Scire Facias against Terre Tenants, upon a Judgment recovered against the Heir in Debt.

George, &c. To the Sheriff of *Derby*, Greeting. Whereas *IK* Knight, lately in our Court, to wit, in *Easter* Term, in the sixth Year of our Reign, before *Robert Eyre*, Knt. and his Companions, &c. (*as before.*) had recovered against *AW*, late of *L*, in the County of *Norfolk*, Gent. Brother, and Heir of *SW*, Esq; lately called, &c. as well a certain Debt of Five Hundred Pounds, as Six Pounds, which to the same, &c. whereof he is convicted; yet Execution of the Judgment aforesaid, as to the Debt aforesaid as yet remains to be done, and the aforesaid *A* is dead, as we have understood, by the Insinuation of the aforesaid *I*; and because we would, &c. (*as before.*) cause the Tenants of the Lands and Tenements of which the aforesaid *S* died seized in Fee-Simple,

Simple, and which descended to the aforesaid *A* by Hereditary Descent, as Brother and Heir of the aforesaid *S*, to know that they are to be before, &c. (*as before*,) in the Morrow of the *Holy Trinity*, to shew if any Thing, &c. (*as before*,) why the aforesaid *I* Execution against them for the Debt and Damages aforesaid of those Lands and Tenements to be levied, ought not to have, according to the Form of the Recovery aforesaid, if it seems fitting for him. * And have * *If it be Test-*
there the Names, &c. and this Writ. Wit- *tatum Scire,*
ness, &c. *then add, And*
whereupon.

And whereupon our Sheriffs of London have returned to your Justices at *Westminster*, in eight Days of Saint *Michael* last past, that there are not any Tenants, or Tenant of any of the Lands and Tenements of which the aforesaid *S* died seized in Fee-Simple, and which descended to the aforesaid *A* by Hereditary Descent, as Brother and Heir of the aforesaid *S* in their Bailiwick, to whom they could make to know when it is testified in our said Court, that there are divers Tenants of Lands and Tenements of which the aforesaid *S* died seized in Fee-Simple, and which descended to the said *A* by Hereditary Descent, as Brother and Heir of the aforesaid *S* in your County, to whom you may make to know; and have there the Names, &c. and this Writ. Witness, &c.

Super-

Superfedeas.

Superfedeas for an Attorney of the Common Bench, impleaded in the King's Bench.

GEORGE, &c. To our Justices assigned to hold Pleas before us. It is shewn to us on the Part of *AB*, one of the Attornies of the Court of the Bench, that, Whereas he being a common Attorney in the Bench aforesaid, and diverse Busineses of several of our Liege Subjects of the same Bench prosecuting and defending, as their Attorney prosecutes and defends, and the same *A*, and all other Attornies in the Bench aforesaid, whilst they so follow and defend such Business in the Bench aforesaid, ought to be, and should be under our Protection, according to the Liberty and Privilege of our Court of Bench aforesaid, from the Time whereof the Memory of Man doth not exist, hath been used and approved of. Yet because *R T* Knight, not knowing the Liberty and Privilege of our Court of Bench aforesaid, a certain Bill, for a certain Trespass, by the aforesaid *A*, to the aforesaid *R*, as is asserted, in our County of *W*, committed, before you, hath commenced and prosecuted, in Contempt of our Court of the Bench, and to the great Damage and Oppression of him *A*, and our Liege Attornies, of whom the same *A* is one, as we have understood. And therefore we charge you, that of whatsoever Pleas and Plaints in our Court before you, against the aforesaid *A* moved, or to be moved,

moved, (the Pleas of free Tenement, Felony, and Pleas of the Crown only excepted,) you entirely surcease, telling to the Parties in the Pleas and Complaints aforesaid on our Part, that they may prosecute their Pleas and Complaints in our Court, before our Justices of the Bench aforesaid, if they shall see it expedient for them. Witness, &c.

Superfedeas, (*because improvidently,*) upon a Habeas Corpus.

George, &c. To the Sheriff of S, Greeting. Whereas we have lately commanded you, by our Writ, that you should have *A B*, being in our Prison, under your Custody, together with the Day and Cause of the taking and detaining the same *A*, before our Justices at *Westminster*, in the *Octaves* of the *Holy Trinity* next ensuing, to do and receive what our Court in that Behalf should consider of him. Yet because it sufficiently appears to our Justices aforesaid, at *Westminster* aforesaid, that the aforesaid Writ of *Habeas Corpus* hath carelessly issued, therefore We command you, that from molesting the aforesaid *A*, by reason of the Premises, or from returning the aforesaid Writ before our Justices at *Westminster*, or from executing the said Writ in any manner, you do altogether surcease. Witness, &c.

Because

Com. Pleas.

Because a Writ hath erroneously issued.

Quia breve erroneice emanavit.

Whereas we have by our Writ lately commanded you, that you should take, &c. whereof he is convicted; yet because it plainly appears to our Justices aforesaid, that our Writ of *Capias* hath issued out of our Court not rightly, and erroneously; therefore we command you, that from the taking, or in any way molesting the aforesaid *A*, by reason of the Premises, you do altogether surcease, &c. And if you shall take him *A* on that Occasion, and not on any other, then you shall permit him *A* to go at large. Witness *Robert Eyre* at *Westminster*, the twenty eighth Day of *June*, in the sixth Year of our Reign.

Declarations in the Common Pleas.

Cooke.

Trinity, the sixth of King George the Second.

Declaration in Debt, on a Bond.

SOMERSET, to wit. *CD*, late of *O*, in the County aforesaid, Gent. otherwise called *CD* of *O*, in the County of *Somerset*, Gent. was summoned to answer unto *AB*, Gent. (if at the Suit of the Sheriff, or late Sheriff, say, to answer unto *EF*, Esq; Sheriff, or late Sheriff of the County aforesaid,) of a Plea, that he render to him One Hundred Pounds which he owes him, and unjustly detains, &c. And whereupon the same *A*, by *Daniel Reading* his Attorney saith, that whereas the aforesaid *C*, the first Day of *May*, in the sixth Year of the Reign of the Lord

Lord the now King, at *O*, by his certain Writing Obligatory, acknowledged himself to be bound to the same *A*; (if for the Sheriff, say, to be bound to the same *E*, then being Sheriff of the County aforesaid, by the Name of *E F, Esq; Sheriff of the County of S aforesaid,*) in the aforesaid One Hundred Pounds, to be paid to the same *A*, when he should be thereto required: Yet the aforesaid *C*, although often required, the aforesaid One Hundred Pounds he hath not yet rendered to the same *A*, but that to him hitherto to render hath refused, and still doth refuse; wherefore he saith, That he is worse, and has Damage to the Value of Twenty Pounds, and therefore brings his Suit, &c. And he brings into Court here, the aforesaid Writing, which testifies the Debt aforesaid, in Form aforesaid; the Date whereof, is the Day and Year above said, and so forth.

If the Defendant be in Custody in any County-Goal, no Notice is taken thereof. (See before in the King's Bench otherwise.)

Note, The *Common Pleas*, when they deliver Declarations upon Bond, usually add the *Li. Lo.* thus.

And the aforesaid *C*, by *Thomas Hand* his Attorney, comes and defends the Force and Injury, when and where, and as the Court shall think fit, and prays a Hearing of the Writing Obligatory aforesaid, and it is read to him: He also prays Hearing of the Condition of the same Writing, and it is read to him in these Words, to wit, (The Condition,

Com. Pleas. *Condition, to the End;*) which being read, and heard, the same C prays Licence thereof, to Imparle here till in the Morrow of the *Holy Trinity*, and he hath, &c. The same Day is given to the Parties aforesaid here, &c.

Note, But if the Plaintiff does not give the Defendant *Oyer* of the Bond, he may demand it, and refuse to plead until he has it : But if he will neglect to crave *Oyer*, it is his own Fault, which ought not to prejudice the Plaintiff, for the Plaintiff is not obliged to give him *Oyer* unless he demands it. The Defendant may plead without *Oyer* of the Bond, if he thinks fit, in making up the Issue by *Non est factum*, no Notice is taken of the Imparlance, or Condition.

The Imparlance, or Li. Lo. to other Declarations, is only thus.

And the aforesaid C, by *Thomas Hand*, his Attorney, comes and defends the Force and Injury, when, and where, and as the Court shall think fit ; and prays Licence thereof, to Imparle here until in the Morrow of the *Holy Trinity*: and has, &c. The same Day is given to the aforesaid E here, &c.

And sometimes they only write thus.

Li. Lo. until Trinity Term, or at the first Day of the next Term, per by Hand, (*Naming the Defendant's Attorney.*)

Note, if it be an Imparlance for an Attorney, or priviledged Person, it must be to a Day certain.

Note

Note also, That a Special Imparlance is worded thus.

And the aforefaid *C*, by *Thomas Hand* his *Special Imparlance* Attorney, comes, and faving to himfelf all Advantages, as well to the Writ, as to the Declaration aforefaid, prays Licence thereof of Imparling, &c. *as before.*

Upon an Emiffet, or for Goods bought.

Somerfet, to wit, *AB*, late of *T*, in the County aforefaid, Gent. was fummoned to answer *FF* in a Plea, that he render to him Twenty Pounds which he owes to him, and unjuftly detains, &c. And whereupon the fame *E*, by *Daniel Reading* his Attorney, faith, That whereas the aforefaid *A*, (*such a Day, and Year.*) at *D* in the County aforefaid, had bought of the fame *E* one Mare for the aforefaid Twenty Pounds, to be paid to the fame *E* when he fhould be thereof requested; yet the aforefaid *A*, although often requested, hath not rendered to the fame *E*, the aforefaid Twenty Pounds, but that to him to render, hitherto hath refufed, and ftill doth refufe; wherefore he fays, that he is the worfe, and has Damage to the Value of Twenty Pounds, and therefore brings his Suit, *and fo forth.*

Upon

Com. Pleas.

*Upon a Mutuatus, or Money borrowed.**(Which is commonly used upon a Warrant of Attorney, to confess a Judgment without a Bond.)*

Cook.

*Mutuatus upon
a Warrant of
Attorney, to
confess a Judg-
ment.*

Somerset, to wit. AB, late of K, in the County aforesaid, Gent. was Summoned to answer EF of a Plea, that he render to him One Hundred Pounds which he owes him, and unjustly detains, &c. And wherefore the same EF, by DR his Attorney, saith, That whereas the aforesaid A, (such a Day, and Year,) at D in the said County, had borrowed of the same E the aforesaid One Hundred Pounds, to be paid to the same E, when he should be thereof requested; yet the aforesaid A, although often requested, hath not as yet rendred the aforesaid One Hundred Pounds to the same A, but the same to him hitherto hath refused to render, and still doth refuse; wherefore he saith, That he is the worse, and hath Damage to the Value of Twenty Pounds, and therefore he brings his Suit, &c.

*It is necessary
upon this Ac-
count, to have
a Release of
Errors.*

Non Informatus, (I am not informed by TH, (naming the Attorney for the Defendant by the Authority of the Warrant.) Then you Sign Judgment with the Prothonotary, Fee, Three Shillings: Then Enter up the Judgment by Non Informatus, &c. See before.

For

For Money due upon Account.

Somerſet, to wit. *A B*, late of, &c. was ^{Inſimul Com-} Summoneſ to anſwer *E F* of a Plea, that he ^{putaſſet.} render to him Fifty Pounds which he owes him, and unjuſtly detains, &c. And wherefore the ſame *E*, by *D R* his Attorney, ſaith, That whereas the aforeſaid *A*, (*ſuch a Day, and Year,*) at *C* in the County aforeſaid, had accounted with the aforeſaid *E* for ſeveral Sums of Money to the ſame *E*, by the aforeſaid *A*, before that Time due and payable; and upon that Account the aforeſaid *A* was found in Arrear towards the ſame *E*, in Fifty Pounds, by which the Action accrued to the ſame *E*, to recover and have of the aforeſaid *A*, the aforeſaid Fifty Pounds; yet the aforeſaid *A* although often requeſted, hath not rendered to the ſame *E*, the aforeſaid Fifty Pounds, but hitherto hath reſuſed, and ſtill doth reſuſe to render that to him; wherefore he ſaith, That he is the worſe, and hath Damage to the Value of Twenty Pounds; and therefore brings his Suit, &c.

*Upon a Mutuatus for Money Lent,
and Advanced.*

SOMERSET, to wit. *A B*, late of, &c. ^{In Caſe, on} was attached to anſwer *C D* of a Plea of ^{Promise.} Treſpaſs upon the Caſe, &c. and wherefore the ſame *C*, by *D R* his Attorney, complains, That whereas the aforeſaid *A*, the fifteenth Day of *June*, in the ſixth Year of the Reign of the Lord *George* the Second, now King of

Com. Pleas. *Great Britain, &c.* at *G* in the said County, in Consideration that the same *C*, at the special Instance and Request of the aforesaid *A*, had lent and advanced to the aforesaid *A* Five Pounds, of lawful Money of *Great Britain*, he assumed upon himself, and to the same *C* then and there faithfully promised, that he, the same *A*, the aforesaid Five Pounds to the same *C*, when he should be thereof afterwards requested, would well and faithfully pay and content; yet the aforesaid *A* his Promise and Assumption aforesaid little regarding, but contriving, and fraudulently intending the same *C* in this Behalf, craftily and subtilly to deceive and defraud, the aforesaid Five Pounds, or any Penny thereof, to the same *C*, (although to do this, the aforesaid *A* afterwards, to wit, the same Day, Year and Place aforesaid, and often since, by the same Chath been requested,) hath not paid; but that to him hath altogether refused, and still doth refuse to pay, to the Damage of him *C*, Twenty Pounds. And therefore brings his Suit, &c.

For Money had, and received by the Defendant.

As above, unto ——— That
 Indebitat. Af- whereas the aforesaid *A*, the twelfth Day of
 sumpsit, upon a June, in the sixth Year of the Reign of the
 Mutuatus. Lord George the Second, the now King of
Great Britain, &c. at *G* in the said County, had been indebted to the same *C* in Ten Pounds of lawful Money of *Great Britain*, for the like Sum, by the aforesaid *A* of the same *C*, before that Time borrowed, had and received; and being

being so thereof indebted, the aforesaid *A*, Com. Pleas.
in Consideration thereof, assumed upon him-
self, and to the same *C* then and there faith-
fully promised, that he, the aforesaid *A*,
would well and faithfully pay and satisfy to
the same *C*, the aforesaid Ten Pounds, when
he should be thereof afterwards requested :
Yet the aforesaid *A*, his Promise and As-
sumption aforesaid, (*as next before.*)

*Declaration against one of the Endorsers
of a Promissory Note.*

Easter, the Sixth of King George the Second. Cooke.

London, to wit. *C D*, late of London, Esq;
was attached to answer *A B* of a Plea of
Trespass upon the Case, &c. And wherefore
the same *A*, by *D R* his Attorney, complains,
That whereas one *E F*, after the first Day of
May, in the Year of our Lord One Thou-
sand seven hundred and five, to wit, the
fourth Day of October, in the Year of our
Lord One thousand seven hundred and thirty
one, at London aforesaid, in the Parish of the
Blessed Mary of the Arches, in the Ward of
Cheap, made his certain Note in Writing, *The Note.*
subscribed with his own proper Hand, bear-
ing Date the same Day and Year last above-
said, and by the same Note promised to pay
the aforesaid *C D*, or Order, Fifteen Pounds
one Month after Date of the same Note, for
Value received. And whereas also afterwards,
to wit, the fifth Day of the same Month of
October, in the Year of our Lord One thou-
sand seven hundred and thirty one aforesaid,

Declarations in Case:

Com. Pleas.

at *London* aforesaid, in the Parish and Ward aforesaid, the said *CD*, (the aforesaid Fifteen Pounds in the Note aforesaid mentioned, being unpaid to him,) by his certain Indorsement, with his proper Hand indorsed upon that Note, ordered and appointed the Contents of the same Note, to wit, the aforesaid Fifteen Pounds, to be paid to one *GH*, or his Order, for Value received; which said *G* afterwards, to wit, the same Day, Year and Place aforesaid, (the aforesaid Fifteen Pounds being likewise unpaid to him,)

Defendant's Indorsement to GH, or Order.

GH's Indorsement to IK, or Order.

by Indorsement with his proper Hand upon the same Note indorsed, ordered and appointed the Contents of the same Note, to wit, the aforesaid fifteen Pounds, to be paid to one *IK*, or his Order; which said *I* afterwards, to wit, the same Day, Year and Place last aforesaid, (the aforesaid Fifteen Pounds being likewise unpaid to him,) by Indorsement with his proper Hand upon the same Note Indorsed, ordered and appointed the Contents of the same Note, to wit, the aforesaid Fifteen Pounds, to be paid to the aforesaid *A*, for Value received. And the same *A* avers, that after the several Indorsements and Appointments aforesaid, so as aforesaid made, to wit, on the eighth Day of *November*, in the Year last aforesaid, at *London* aforesaid, in the Parish and Ward aforesaid, he did shew the Note aforesaid, and the several Indorsements aforesaid upon

IK's Indorsement to the Plaintiff.

Notice to the Drawer of the several Indorsements, and Request to pay.

the same, made to the aforesaid *EF*; and then and there requested the aforesaid *EF*, to pay the Contents of the same Note, to wit, the aforesaid Fifteen Pounds in the same

Note

Declarations in Case.

101

Note specified, according to the Tenor of Com. Pleas. the Note, and the several Indorsements aforesaid, to the aforesaid *A*. But the same *EF* hath not paid to the same *A*, the same fifteen Pounds, or any Part thereof, but hath altogether refused hitherto to pay him *Drawer refused to pay. Notice thereof to the Defendant.* that, or any ways content him for the same. Whereupon the same *A* afterwards, to wit, the same Day, Year and Place last aforesaid, gave Notice thereof to the aforesaid *CD*, by reason of which said Premisses, and by Force of the Statute in the like Case made and provided, the aforesaid *CD* became chargeable, and is chargeable to pay to the same *A*, the aforesaid Fifteen Pounds in the same Note mentioned; and being so chargeable, the same *CD*, in Consideration thereof afterwards, to wit, the same Day, Year and Place last aforesaid, assumed upon himself, and to the same *A* then and there faithfully promised, that he, the same *CD*, the aforesaid Fifteen Pounds to the same *A*, when he should be afterwards thereto requested, would well and faithfully pay and content. And whereas the said *CD* afterwards, to wit, the same Day, Year and Place last mentioned, was indebted to the same *A* *Indeb. Assum. for Money had and received.* in other Fifteen Pounds of lawful Money of Great Britain, for the like Sum of Money by the aforesaid *CD*, for the aforesaid *A*, and to his Use before that Time had and received; And being so thereof indebted, the same *CD* afterwards, to wit, the same Day, Year and Place last mentioned, in Consideration thereof, undertook upon himself, and to the same *A* then and there faithfully promised,

Declarations in Case

Com. Pleas.

mised, that he, the same *CD*, the aforesaid Fifteen Pounds last mentioned to the same *A*, when he should be thereto afterwards requested, would well and faithfully pay and content. And whereas also the aforesaid *CD* afterwards, to wit, the same Day, Year and Place last mentioned, was indebted to the same *A* in other Fifteen Pounds of like lawful Money, for the like Sum of Money by the same *A*, at the special Instance and Request, and to the Use and Behoof of the said *CD*, before that Time expended, laid out, disbursed, and paid; and being so thereof indebted, the same *CD* afterwards, to wit, the same Day, Year and Place last

For Money laid out, and expended.

For Money lent.

abovesaid, in Consideration thereof, assumed upon himself, and to the same *A* then and there faithfully promised, that he, the same *CD*, the said Fifteen Pounds last mentioned to the same *A*, when he should be thereto afterwards requested, would well and faithfully pay and content. And whereas also the aforesaid *A* afterwards, to wit, the same Day, Year and Place last mentioned, lent and advanced to the same *CD*, and at his special Instance and Request, another Sum of Fifteen Pounds of like lawful Money, the same *CD* in Consideration thereof, took upon himself, and to the aforesaid *A* then and there faithfully promised, that he, the aforesaid *CD*, the aforesaid Fifteen Pounds last mentioned to the aforesaid *A*, when he should be thereto afterwards requested, would well and faithfully pay and content. Nevertheless, the aforesaid *CD*, his several Promises and Undertakings aforesaid, in Form aforesaid

said made, little regarding, but contriving, and fraudulently intending the aforesaid *A* in this Behalf craftily and subtilly to deceive and defraud, the aforesaid several Sums of Money, or any Penny thereof, to the same *A* hath not yet paid, nor him for the same any way contented; although to do this, the aforesaid *CD* afterwards, to wit, the same Day, Year and Place last aforesaid, and often since was requested; but that to him hitherto to pay, or for the same any ways to content, the same *CD* hath altogether refused, and still doth refuse, to the Damage of him the said *A*, Fifteen Pounds; and therefore brings his Suit, &c.

On a Promissory Note, by an Indorsee, against the Drawer.

Easter, the sixth of King George the Second. Cooke.

Middlesex, to wit. *CD*, late of *Westminster*, in the County of *Middlesex*, Esq; was attached to answer *AB* of a Plea of Trespass upon the Case, &c. And wherefore the same *A*, by *Daniel Reading* his Attorney, complains, That whereas the aforesaid *C*, after the first Day of *May*, in the Year of our Lord One thousand seven hundred and five, to wit, the tenth Day of *September*, One thousand seven hundred and thirty one, at *Westminster* aforesaid, in the County of *Middlesex* aforesaid, made his certain Note in Writing, called a *Promissory Note*, with his proper Hand thereto subscribed, bearing

H 4

Date

Declarations in Case.

Com. Pleas. Date the same Day and Year last abovesaid ; and the same Note then and there to one *GH* delivered, by which said Note, the same *CD* promised to pay to the abovesaid *GH*, by the Name of Mr. *GH*, or Order, One Hundred Pounds, six Months after the Date of the same Note, for Value received. And the same *GH* afterwards, to wit, and within the abovesaid six Months, to wit, the same Day and Year last abovesaid, at *Westminster* abovesaid, in the County abovesaid, (the One Hundred Pounds in the Note abovesaid mentioned, or any Part thereof not being paid or satisfied,) by a certain Indorsement upon the Note abovesaid made and written, and with the proper Hand of him *G* subscribed, ordered and appointed the abovesaid One Hundred Pounds in the Note abovesaid mentioned, to be paid to him *A*; and afterwards, to wit, the same Day and Year last abovesaid, the same *CD*, at *Westminster* abovesaid, in the County abovesaid, of the Indorsement abovesaid had Notice; and by reason of the Premisses, and also by Force of the Statute in the like Case lately made and provided, the same *C* became liable to pay to the same *A*, the abovesaid One Hundred Pounds in the Note abovesaid mentioned, according to the Form and Effect of the same Note, and the Indorsement abovesaid thereupon, so as is abovesaid made. And being so liable, the abovesaid *CD*, in Consideration thereof afterwards, to wit, the same Day and Year last abovesaid, at *Westminster* abovesaid, in the County abovesaid, upon himself assumed, and to the same *A*,
then

then and there faithfully promised to pay to him *A*, the aforesaid One Hundred Pounds in the Note aforesaid mentioned, according to the Tenor of the same Note and Indorsement aforesaid. Notwithstanding the aforesaid *C*, his several Promises and Assumptions aforesaid, &c. (*as before.*)

Com. Pleas.

Another.

— And wherefore the same *A*, by *DR* his Attorney, complains, That whereas the aforesaid *B*, after the first Day of *May*, in the Year of our Lord One thousand seven hundred and five, to wit, the thirtieth Day of *May*, One thousand seven hundred and thirty one, at *Westminster* in the County aforesaid, made his certain Note in Writing, called a *Promissory Note*, subscribed with his proper Hand, bearing Date the Day and Year last mentioned, and that Note to the same *A* then and there delivered; by which said Note, the same *B* promised to pay to the same *A*, or his Order, the Sum of *As in the Note, to Bearer, &c.* Ten Pounds in two Months after Date, (*or See Stat. 3 and within the Space of two Months after Date,*) *4 Ann. c. 19.* of the same Note, (*or upon Demand, &c. and Corn-wall's Tables.* as by the Note.) And by reason thereof, and also by Force of the Statute in the like Case lately made and provided, the same *B* became chargeable to pay to the same *A*, the same Sum of Money, according to the Tenor of the Note aforesaid. And being so chargeable, the aforesaid *B*, in Consideration thereof afterwards, to wit, the aforesaid thirtieth Day of *May*, in the Year of our Lord

Declarations in Case.

Com. Pleas. Lord One thousand seven hundred and thirty one abovesaid, at *Westminster* abovesaid, assumed upon himself, and to the same *A* then and there faithfully promised to pay to him the abovesaid Sum of Money, according to the Tenor of the same Note. Yet the abovesaid *B* his Promises and Assumptions abovesaid, &c. (*as before.*)

See before in the *King's Bench*, for a Declaration upon a Promissory Note.

For Goods and Merchandizes.

Indebitatus
Assumpsit.

As above, unto ——— was indebted to the same C in Twenty Pounds of lawful Money of Great Britain, for diverse Goods, Wares, and Merchandizes by the abovesaid A of the same C, before that Time bought, had, and recovered. (Or thus, by the abovesaid A, to the same C, before that Time sold and delivered;) and being so indebted, the abovesaid A afterwards, to wit, (such a Day, and Year,) at G abovesaid, in Consideration thereof, assumed upon himself, &c. Or thus: And being so thereof indebted, the same Defendant, in Consideration thereof afterwards, to wit, the same ——— Day ——— in the Year ——— abovesaid, at ——— assumed upon himself, &c. (as before.)

Note, These Declarations are usually laid three Ways, to wit, Indebit Assumpt. for Ten Pounds for Goods, Wares, and Merchandizes; Quantum Valebant, (what they are worth,) for other Ten Pounds; and In-
simul

finul Computasset, (settled Account,) for other Com. Pleas.
Ten Pounds, &c.

Infimul Computasset in Case.

Was attached, &c. as before unto — — —

That whereas the aforesaid *A*, the first Day of *May*, in the Year of our Lord One thousand seven hundred and thirty two, at, &c. had accompted together with the aforesaid *C*, of, and concerning diverse Sums of Money to the same *C*, by the aforesaid *A*, before that Time in Arrear, and unpaid; and upon that Account the same *A* was found in Arrear towards the same *C* in Ten Pounds of lawful Money of *Great Britain*; and being so found in Arrear, the aforesaid *A* in Consideration thereof afterwards, to wit, the same Day and Year at *G* aforesaid, assumed upon himself, and to the same *C* then and there faithfully promised, that he, the same *A*, the aforesaid Ten Pounds to the same *C* when he should be thereof afterwards requested, well and faithfully would pay and content: Yet the aforesaid *A* his Promise and Assumption aforesaid little regarding, but contriving, and fraudulently intending the aforesaid *C* in this Behalf craftily and subtilly to deceive and defraud, the aforesaid Sum of Money, or any Part thereof to the same *C*, he hath not yet paid, nor to him for the same any wise contented, although to do this, the aforesaid *A* afterwards, to wit, the same Day and Year abovesaid, and often since, by the same *C* had been requested; but that to him hitherto to pay, or for the same any way to content,

Com. Pleas content, the said *A* hath altogether refused, and still doth refuse, to the Damage of him *C* Ten Pounds; and therefore he brings his Suit, &c.

Note, That upon several Narr's, (*Counts*), joined in one Declaration, it is convenient to leave out (*amounting to in the whole*), to prevent mis-reckoning, which may prove Erroneous.

See for the laying of several Promises in one Declaration, in the *Declarations for the King's Bench*, which is the same in the *Common Pleas*, *Mutatis Mutandis*.

For an Executor, &c. ——— say, ——— To answer *AB*, Widow, Executrix of the Last Will and Testament of *GH*, of a Plea, &c. And She brings here in Court as well the Writing, &c. as the Letters Testamentary, &c.

E J E C T M E N T.

Cooke. Trinity, the sixth of King George the Second.

MIDDLESEX, ss. *AB*, late of *C*, in the County aforesaid, Yeoman, was attached to answer *EF* of a Plea, wherefore by Force and Arms, into one Messuage, &c. (*naming them*), with the Appurtenances in *G*, in the said County, which *HJ* Gent. to the same *E* Demised for a Term which hath not yet past, he hath Entred, and him *E* from his Farm aforesaid Ejected, and other Enormities to him did, to the great Damage of him

him *E*, and against the Peace of the now Com. Pleas. Lord the King. And wherefore the same *E*, Note, If the by *DR* his Attorney complains, that whereas Land or Premises be in several Parishes, the Venue must be but in one. the aforesaid *HI*, on the first Day of *May*, in the sixth Year of the Reign of the Lord the now King, at *G*, in the County aforesaid, had demised to the same *E*, the Tenements aforesaid, with the Appurtenances, to have and occupy the Tenements aforesaid with the Appurtenances to the same *E*, and his Assigns, from the first Day of *March* then last past, to the End and Term of three Years from thence next following, and fully to be compleat and ended. By Virtue of which said Demise, the same *E* into the Tenements aforesaid entred, and was thereof possessed; and him *E* so being thereof possessed, the aforesaid *A* afterwards, to wit, the same first Day of *May*, in the sixth Year aforesaid, with Force and Arms, &c. entred into the Tenements aforesaid, with the Appurtenances, which the aforesaid *HI*, to the same *E* in Form aforesaid demised for a Term which hath not yet past, and him *E* from his Farm aforesaid hath Ejected, and other Enormities, &c. to the great Damage, &c. and against the Peace, &c. Wherefore he saith, That he is the worse, and hath Damage to the Value of Twenty Pounds; and therefore he brings his Suit, &c.

Note, This Ejectment being usually to try a Title, the Plaintiff makes some Friend Defendant; and then Notice is given to the Tenant in Possession, to defend his Title, after the manner of the *King's Bench*, to wit, under

Ejectment.

Com. Pleas. under the Declaration. See the Form thereof in the *King's Bench*.

If there be occasion to make an Affidavit of the Service of the Declaration to ground a Rule for Judgment by Default, you annex a Copy of the Declaration wrote upon a Double Penny Stamp to the Affidavit. The Form of the Affidavit you will find in the *King's Bench*.

And after a Motion, you call on the Secondary to draw up the Rule against the Casual Ejector, for which he now takes Six Shillings; to wit, the Affidavit Two Shillings, Rule Two Shillings, Duty Two Shillings; and if the Affidavit was taken in the Country, One Shilling more.

Then you carry this Rule to the Prothonotary to Sign, for which he takes Two Shillings; but now the Secondary usually takes the Two Shillings, which makes Nine Shillings.

Note, The Secondary upon the Motion, keeps your Affidavit and Declaration, so that you ought to have another filled up by you, or to fill up one by that in his Custody.

Note, These

*Rules are to be
had ready
printed.*

But if the Tenant appear, and is willing to enter into a Rule by Consent, it is to be drawn up after this manner, to wit,

Cooke. *Hillary, the fifth of King George the Second.*

Middlesex, to wit. It is ordered by the Court, on the Assent of *J S*, the Plaintiff's Attorney, and *C D*, the Attorney for *A B*, who claims the Title of the Tenements in Question,

Ejectment.

III

Question, that the same *A B* may be admitted Defendant, and that the same *A* shall immediately appear by his Attorney aforesaid, who shall receive a Declaration, and plead thereto the General Issue this Term. And at the Trial thereupon to be had, the same *A* shall appear in his proper Person, or by his Counsel, or Attorney, and confess Lease, Entry, and actual Ouster, of so much of the Tenements in the Plaintiff's Declaration specified, as is in the Possession of the said Defendant, or his Tenants, or any Persons claiming by, or under his Title; or that in Default thereof, Judgment be entred against the Defendant, *R. Fenn*, the Casual Ejector, but Prosecution shall be stayed against him, until he makes Default in any of the Premises. And by Consent of Counsel it is further ordered, that if by reason of such Default, the Plaintiff shall become Non-suited upon the Trial, the said *A* shall take no Advantage thereof, but shall pay to the same Plaintiff the Costs for the same, to be taxed by the Prothonotary. And it is further ordered, that the Lessor of the Plaintiff may be chargeable with the Payment of the Costs of the aforesaid *A*, by the Court here in any manner to be allowed, or adjudged by the Court.

Com. Pleas.
Denn against
Fenn, of one
Messuage, &c.
with the Appurtenances in
S, in the County of M, on the
Demise of R.E.

Note, This Rule need not be Stamped.

J S for the Plaintiff.
R S for the Defendant.

The

Com. Pleas. The Attornies having written their Names to the Bottom of the Rule, then you enter an Appearance upon it with the Filacer of the County, for which he takes One Shilling; and if two Defendants, One Shilling four Pence. Then you carry it to the Protho-
*The Defen-
 dant's Attorney
 may Sign the
 Rule by himself,
 and leave it
 with his Plea
 in the proper
 Office.* notary to pay for *Li. Lo.* who takes Two Shillings; then to the Secondary, who takes One Shilling Six Pence, besides Duty, and keeps your Rule by Consent, and fills you up two others after this manner.

Cooke. Hillary, the fifth of King George the Second.

*No adding any
 but Tenants in
 Possession, so be
 Defendants,
 without Rule
 of Court.* Denn against Fenn, to wit. It is ordered by the Court on the Assent of, &c. (as before.)
 By the Court,
 Cooke.

One of which you afterwards affix to a Copy of the Issue, and deliver it to the Defendant's Attorney, who usually has it *Gratis*, because he does not put you to the Trouble of a Motion; and you may also then give him Notice of Trial, if you think fit.

Yet I have known the Fees of Delivery thus.

	<i>l.</i>	<i>s.</i>	<i>d.</i>
Copy Issue, — — — —	0	2	6
Half of the Rule, — — — —	0	3	6
Appearance, — — — —	0	2	0
Enttring Plea — — — —	0	2	0
Warrant of Attorney, — — — —	0	0	8
	0	10	8

Of

Of which the Defendant's Attorney will abate about Five Shillings for his half Fee.

If you are to Sign Judgment against the Casual Ejector, first search the Prothonotary's Plea Book; if no Plea be, you must Stamp the Declaration you kept by you, with a Double Half-Crown Stamp; then affixing the Rule against the Casual Ejector, the Prothonotary will Sign your Judgment, for which he takes Twelve Shillings and Eight Pence. After this, you may make out your Writ of Possession, Fee for Signing is One Shilling Four Pence; then Enter your Judgment by *Nil Dicit*, on a Roll, &c.

If the Plaintiff gives Notice of Trial, and proceeds not at the Assizes, then upon an Affidavit made thereof, the Defendant may have a Rule of Course for the Prothonotary to tax Costs for the Defendant's Attendance, to wit.

Michaelmas, the fifth of King *George* the Second, *November* the twenty fourth Upon the Oath of *R B*, Gent. It is ordered that the Lessor of the Plaintiff shall pay to the Defendant, or his Attorney, the Costs, by Master *Thompson* to be taxed, in the Presence of the same Lessor of the Plaintiff, or his Attorney, if he hath a mind to be present, for his Attendance, at the last Assizes holden for the County of *H*, for that the same Lessor did not proceed to Trial, according to the Notice given; unless the Lessor of the Plaintiff upon Notice of this Rule to him, or his Attorney to be given, shew sufficient Cause to the contrary, before the aforesaid

A. B. against
C. D. in G. on
the Demise of
S. E.

Declarations.

Com. Pleas. Master *Thompson*, at the Time of taxing those Costs.

By the Court,
Townsend.

Note, Upon this Rule, (the Attorney not attending in reasonable Time,) the Prothonotary allows common Costs, Thirty three Shillings and four Pence, and takes no Fee thereupon.

A Declaration by an Attorney of the Common Pleas.

LONDON, to wit. *AB* late of, &c. was attached by a Writ of the Lord the King of Privilege, issuing out of the Court here, to answer *J S*, Gent. one of the Attornies of the Court of the Lord the King of the Bench here, according to the Liberty and Priviledge of the aforesaid Bench, used and approved of in the same from the Time whereof the Memory of Man is not extant, of a Plea of Trespas upon the Case, &c. And wherefore the same *J* in his proper Person, complains, That whereas, &c. And therefore he brings his Suit, &c.

Pledges must be added to a Bill by an Attorney, or otherwise Cause of Demurrer.

Pledges of prosecuting, } *John Doe*,
 } *Richard Roe*.

See afterwards for a Declaration against an Attorney.

Declaration

Declarations in Trespafs.

115

Corn, Pleas.

Declaration in Trespafs.

Berks, ff. *CD*, late of *S*, in the County
aforesaid, Yeoman, was attached to answer
unto *AB* of a Plea, why by Force and
Arms the Close of him *A*, at *S* he broke,
and his Grasse to the Value of Forty Shil-
lings, there lately growing, by walking with
his Feet he trod down and wasted, and his
Corn and other Grasse there growing, with
certain Cattle depastured, he trod down and
consumed; and also his Gates and Stiles
there lately erected, he broke and pulled
down, and the Wood of those Gates and
Stiles arising to the Value of Fifty Shillings,
he took and carried away, and other Enor-
mities he did to him, to the great Damage
of him *A*, and against the Peace of the Lord
the now King, &c. And whereupon the
same *A*, by *DR* his Attorney, complains,
That the aforesaid *C*, on the first Day of
August, in the fifth Year of the Reign of the
Lord the now King, with Force and Arms,
&c. the Close, to wit, (*Here insert the Close
wherein the Trespafs was committed.*) of him
the said *A*, at *S* he broke, and his Grasse to
the Value, &c. there lately growing, with
his Feet by walking trod down and consu-
med; and his Corn, to wit, Oats, Barley,
Rye, Wheat, Pease, Beans, and other Corn,
to the Value, &c. there lately growing, with
certain Cattle, to wit, with Horses, Oxen,
Cows, Hogs, Calves and Pigs, depastured,
trod down, and consumed; and also the
Gates, to wit, two Gates, and his Stiles, to
wit,

Com. Pleas. wit, twenty Stiles there lately erected, he broke and pulled down; and the Wood, to wit, one Load of Wood arising from the said Gates and Stiles, to the Value, &c. took and carried away by continuing the Trespass aforesaid, as to the treading down, wasting, and consuming of the Grass aforesaid, by walking with his Feet, and depasturing, treading down, and consuming of the Corn, and other Grass aforesaid, with the Cattle aforesaid, from the aforesaid first Day of *August*, in the fifth Year above said, until the sixteenth Day of *November* next following, at diverse Days and Times, and other Enormities, &c. to the great Damage, &c. and against our Peace, &c. Wherefore he says, he is worse, and hath Damage to the Value of Ten Pounds; and therefore he brings his Suit, *and so forth.*

Trespass and Assault.

— As before unto — of a Plea, wherefore by Force and Arms, he made an Assault upon him *E* at *G*, in the said County, and him beat, wounded, and evilly treated, so that his Life was despaired of, and other Enormities to him did, to the great Damage of him the aforesaid *E*, and against the Peace of the Lord the now King, &c. And whereupon the same *E*, by *DR*, his Attorney, complains, that the aforesaid *A*, on the first Day of *December*, in the fifth Year of the Reign of the now King, by Force and Arms, to wit, with Swords, Clubs, and Knives, made an Assault on him *E*, at *G* aforesaid,

and

and him then and there beat, wounded, and evilly treated, so that he despaired of his Life, and other Enormities, &c. to the great Damage, &c. and against the Peace, &c. Wherefore he saith, That he is the worse, and hath Damage to the Value of Fifty Pounds, and therefore brings his Suit, &c.

T R O V E R.

SOMERSET, to wit. *AB*, late of *C*, in the County aforesaid, Yeoman, was attached to answer unto *DE*, of a Plea of Trespass upon the Case, &c. And wherefore the same *D*, by *TH* his Attorney, complains, That whereas the aforesaid *D*, on the fifteenth Day of *June*, in the sixth Year of the Reign of the Lord the now King, at *L* in the County aforesaid, was possessed of the Goods and Chattels following, to wit, (*Here insert the Goods you bring the Action for,*) to the Value of One Hundred Pounds, as of his own proper Goods and Chattels; and being so thereof possessed, the same *D* the Goods and Chattels aforesaid, out of his Hands and Possession lost, and mislaid; which said Goods and Chattels afterwards, to wit, the same fifteenth Day of *June*, in the sixth Year above said, at *L* aforesaid, in the County aforesaid, to the Hands and Possession of the aforesaid *A* by finding came. Yet the aforesaid *A* knowing the Goods and Chattels aforesaid, to be the proper Goods and Chattels of him *D*, and to him *D* of Right to belong and appertain; yet contriving, and fraudulently in-

Com. Pleas. tending him *D* of those Goods and Chattels craftily and subtilly to deceive and defraud, hath not delivered the Goods and Chattels aforesaid to the same *D*, although often requested; but the Goods and Chattels aforesaid, afterwards, to wit the fifteenth Day of *June*, in the Year aforesaid, at *L* aforesaid, in the County aforesaid, to his own proper Use converted and disposed, to the Damage of him *D* One Hundred and Fifty Pounds; and therefore he brings his Suit, &c.

Upon a Bill filed against an Attorney in Debt.

Cooke. Michaelmas, the fifth of King George the Second.

Note, it is Be it remembred, that on the twenty third
shid the Me- Day of *October*, that same Term, *AB* came
morandum here into Court by *TH* his Attorney, and
ought to be the exhibited to the Justices of the Lord the King
first Day of the here, his certain Bill against *EF*, Gent. one
Term. of the Attornies of the Court of the Lord
the King of the Bench present here in Court
in his proper Person; the Tenor of which
The Bill filed, said Bill follows in these Words, To the
to be engrossed Justices of the Lord the King of the Bench,
on Parchment to wit, *AB*, by *TH* his Attorney, complains of *EF*, one of the Attornies of the Court of the Lord the King of the Bench, (otherwise called,) present here in Court in his proper Person, for that that, &c. (as in others in Debt.) and hath Damage to the Value of Twenty Pounds, and thereof prays Relief, &c.

Note,

Note, That upon a Bill filed, the Defendant is first called in Court, and then a Rule given to plead, or to be forejudged; the Bill begins thus: *To the Justices of the Lord the King, &c.* and you must write over it the Term, and file it in the Office.

Note, The Declaration must be entred on the Roll, with a *Memorandum* of the first Day of the Term the Bill was filed, and with an Impar lance to the first Day of the next Term, if the Defendant pleads not the same Term the Bill was filed.

To the Prothonotary to sign the Bill after called, One Shilling.

To the Secondary for a Rule thereon, four Pence.

Of I S S U E S.

He did not assume within six Years.

AND the aforesaid C, by TH his Attorney, comes and defends the Force and Injury, when and where, and as this Court shall think fit, and saith, That the aforesaid A ought not to have his Action aforesaid thereof against him, because he saith, that he did not assume upon himself at any Time within six Years before the Day of issuing of the Original Writ of him A, in Manner and Form, so as the aforesaid A above against him complains; and this he is ready to verifv: Wherefore he prays

Non assumpsit
infra sex An-
nos.

I 4

Judg-

Com. Pleas. Judgment, if the aforesaid *A* ought to have his Action aforesaid thereof against him, &c.

Replication. And the aforesaid *A* saith, That he, for any thing by the aforesaid *C* before alledged, ought not to be precluded from having his Action aforesaid : because he saith, that the aforesaid *C*, within six Years before the Day of suing out the Original Writ of him *A*, to wit, the aforesaid — Day of — in the sixth Year of the Reign of the said Lord the now King aforesaid, at S aforesaid, assumed upon himself, in Manner and Form, as he the same *A* above against him complains ; and prays that this may be enquired of by the Country, and the aforesaid *C* likewise. Therefore it is commanded to the Sheriff, that he cause to come here, in the *Octaves* of the Purification of the *Blessed Mary*, twelve free and lawful Men of his County, by whom the Truth of the Matter will be the better known, and who are neither of Kin to the aforesaid *A*, nor to the aforesaid *C*, to recognize a Verdict between the said Parties ; because as well the aforesaid *A*, as the aforesaid *C*, have put themselves upon the said Jury.

That he paid the Money according to his Promise.

Solvit ad Dilem.

— And saith, That the aforesaid *A* ought not to have his Action against him, because he saith, that after his Promises and Assumptions aforesaid, in Form aforesaid made, and before the Day of suing out the Original Writ of the aforesaid *A*, to wit, the — Day of — in the sixth Year of

of the Reign of the said Lord the now King
abovesaid, he, the same C, at D abovesaid,
well and faithfully paid to the abovesaid A,
the abovesaid Five Pounds, according to his
Promises and Assumptions abovesaid ; and this
he is ready to verify, &c.

Com. Pleas.

And the abovesaid, &c. ought not to be
precluded, &c. because he saith, that the
abovesaid C hath not paid to the same A,
the abovesaid Five Pounds, in Manner and
Form so as the said C above in his Pleading
hath alledged ; and prays that this may be
enquired of by the Country ; and the afore-
said C likewise. Therefore, &c. (*as in others.*)

*Defendant pleads Non-age at the Time
of his Promise.*

—— And saith, That he, at the Time
of making those Promises and Assumptions,
was within the Age of Twenty One Years.
And prays, &c. Wherefore, &c.

Deims Age.

—— Ought not to be precluded, be-
cause he saith, That the abovesaid R, at the
Time of making those Promises and Assump-
tions, was of the full Age of One and Twen-
ty Years, so as the abovesaid C above hath
alledged, and prays this may be enqui-
red, &c.

Replication.

If a Bond, you say, *At the Time of per-
fecting the Writing Obligatory abovesaid ;* and to
a Bill, *At the Time of making that Bill,* was
within the Age, &c.

Non

Com. Pleas.

Non Assumpfit to the first, second, and third Promises, and Payment to the rest.

When, &c. And as to the first, second, and third Promises, in the Declaration aforesaid above mentioned, saith, That he hath not assumed upon himself in Manner and Form so as the aforesaid *A* above against him thereof complains; and of this puts himself upon the Country, and the aforesaid *A* thereof likewise. And as to the aforesaid last Promise in the same Declaration above likewise mentioned, saith, He ought not to have his Action aforesaid against him the said *C*, because he saith, that he, the aforesaid *C*, after those Promises and Assumptions aforesaid made, &c. *as before*, he paid the Money according to the Promise, &c.

Replication. And the aforesaid *A* saith, that he, for any thing by the aforesaid *C* before alledged from having his Action aforesaid, as to the aforesaid last Promise in that Declaration above mentioned, ought not to be precluded, because he saith, That the aforesaid *C* did not pay to the same *A*, the aforesaid Thirty Shillings in Manner and Form so as the aforesaid *C* above in Pleading hath alledged; and prays, that this may be enquired by the Country, and the aforesaid *C* likewise. Therefore as to the trying as well that Issue, as the aforesaid other Issues between the Parties aforesaid above joined, It is commanded to the Sheriff, that he cause to come, &c. *as in others*.

Non

Non Informatus to one Promise, and
Non Assumpfit to the other.

And the aforesaid C, by D R his Attorney, &c. When, &c. And as to the first Promise aforesaid, the same Attorney saith, That he is not informed by the same C, &c. (*as in other Non Informatus unto Indefin's:*) Wherefore it is considered, that the same A ought to recover his Damages by Occasion of the not performing the first Promise aforesaid, against the aforesaid C, &c. And as to the second Promise, the aforesaid C saith, That the aforesaid A, his Action aforesaid thereof against him C, ought not to have, because he saith, That he did not assume upon himself in Manner and Form so as the aforesaid A above against him complains; and of this puts himself upon the Country, and the aforesaid A thereof likewise. And because it is convenient and needful that one Taxation may be made of the Damages aforesaid, by Occasion of the Premises, therefore let the Writ of Enquiry of Damages, by Occasion of the Premises, stay, until the Issue between the Parties aforesaid above joined, shall be ended. Therefore as to the trying as well the Issue aforesaid, between the Parties aforesaid above joined, as to the inquiring what Damages the same A in this Part hath sustained, It is commanded to the Sheriff, that he cause to come here, &c. *as in others.*

Unica taxatio
dampnorum.

He

He hath fully Administred.

Plene Admini-
stravit.

The same as in the *King's Bench* ; only instead of, *On the Day of Exhibiting the Bill*, you say, *Nor had on the Day of Suing out the Original Writ*, &c. as follows.

To wit ——— (ought not to have his Action,) because he saith, That he hath fully Administred all the Goods and Chattels which were the aforesaid *H* at the Time of his Death ; and that he hath not, nor on the Day of obtaining the Original Writ of him *W* aforesaid, nor at any Time afterwards, had any Goods or Chattels which were the aforesaid *H*, at the Time of his Death in his Hands to be Administred. Whereof the said *C*, (the aforesaid several Sums of Money, or any Penny thereof, or) the Debt aforesaid, to the same *W* could not pay; and prays, &c. Wherefore, *and so forth*.

That Administration was never granted to the Defendant.

—— — Ought not to have his Action, because he saith, That Administration of the Goods and Chattels, which were the aforesaid *I* at the Time of his Death, to the same Defendant never was committed ; and prays, &c. Wherefore, &c. *as in others*.

Replication.

—— — Ought not to be precluded, because he saith, That Administration of the Goods and Chattels which were the aforesaid *I* at the Time of his Death, by the said Writing to the aforesaid Defendant was com-

committed, so as he above against him hath declared. And he prays that this may be enquired by the Country, and the aforesaid Defendant likewise : Therefore it is commanded the Sheriff, &c. *as in others.* Com. Pleas.

That he appeared at the Day, pleaded to a Sheriff's Bond.

When, &c. And prays Oyer of the Writing aforesaid ; and it is read to him, &c. He also prays Oyer of the Condition of the same Writing, and it is read to him in these Words, *The Condition*, &c. Which being read and heard, the same C saith, That the aforesaid A ought not to have his Action against him, because he saith, That he, the aforesaid C, hath appeared before the aforesaid Justices of the said Lord the King here, to wit, at *Westminster*, in the aforesaid *Octaves* of Saint *Hillary*, to answer to the aforesaid *AB* of the aforesaid Plea ; the Appearance of which said C was then recorded in the Court of the King here, as by the Record thereof in the same Court here remaining, doth manifestly appear ; and prays, &c. Wherefore, &c.

Comparuit ad Diem.

This being an issuable Plea, it is said there is no need of a Serjeant's Hand to it.

— Ought not to be precluded, because he saith, That no such Record is to be had of the Appearance of the aforesaid C, before the aforesaid Justices of the said Lord the King here, to wit, at *Westminster*, in the aforesaid *Octaves* of Saint *Hillary*, in the Court of the King here remaining, such as he above hath alledged ; and this he is ready to aver. Wherefore he prays Judgment,

Replication.

Com. Pleas. ment, and his Debt, together with his Damages, by Occasion of the Detention of that Debt, to be adjudged to him, &c.

Rejoinder. And the aforesaid C as before saith, That such a Record is had of the Appearance of the aforesaid C, before the aforesaid Justices of the said Lord the King remaining, such as he above hath alledged; and prays that the Record by the Justices here may be seen and inspected: And because he hath not now that Record ready here in Court, it is told to the aforesaid C, that that Record for himself searched, he may have here, * from the Day of Easter in three Weeks; the same Day is given to the Parties aforesaid here, &c.

* It ought to be returnable in a Return, unless by Priviledge and Rules to be given before Judgment Signed upon Deficit de Record. (The Record is wanting.)

Is not Dampnified to a Counter-Bond.

Non dampnificatus.

When, &c. and prays Oyer of the Writing aforesaid; and it is read to him, &c. He also prays Oyer of the Condition of the same Writing; and it is read to him in these Words, (*The Condition of, &c.*) which being read and understood, the same C saith, That the aforesaid A, his Action aforesaid thereof against him, ought not to have; because he saith, That the aforesaid A, after the making of the Writing aforesaid, and before the Day of suing forth the Original Writ of the aforesaid A, was not dampnified for, or concerning the aforesaid Writing Obligatory, in the Condition aforesaid above specified, in which the aforesaid A, together with the same C, jointly and severally were bound to the aforesaid S T; and prays, &c. Wherefore, &c.

— (The

— (The Plaintiff ought not to be pre-cluded,) because he saith, That the afore-
 said *C*, upon the aforefaid tenth Day of *May*,
 in the Condition aforefaid above specified,
 did not pay to the aforefaid *ST*, the afore-
 faid Fifty Pounds in that Condition likewise
 specified, which to the same *C*, upon the
 same Day, he ought to have paid; by which
 the aforefaid Writing Obligatory by the
 aforefaid *AB* and *CD*, to the aforefaid
ST made and sealed, for the Payment of
 the aforefaid Fifty Pounds, was forfeited;
 upon which the same *A*, for the avoiding
 Suits in Law, and the Dangers and Incum-
 brances which in and upon the same *A*, and
 his Estate, by reason of the Non-Payment
 of the aforefaid Fifty Pounds, according to
 the Form and Effect of the Condition afore-
 faid might happen, the same Fifty Pounds
 afterwards, to wit, the twentieth Day of
June, in the sixth Year of the Reign of the
 said Lord the now King, at *L* aforefaid, to
 the aforefaid *S* paid, in full Satisfaction of
 the aforefaid Writing Obligatory of One
 Hundred Pounds in the aforefaid Obliga-
 tion above specified: And so the same *A*
 saith, That he was damnified, by reason of
 the aforefaid Writing Obligatory in the
 Sum of One Hundred Pounds, against the
 Form and Effect of the Condition aforefaid
 above specified; and this he is ready to
 aver. Wherefore he prays Judgment, and
 his Debt aforefaid, together with his Costs,
 by Occasion of the Detention of that Debt,
 to be adjudged to him, &c.

And

Com. Pleas.
Rejoinder.

And the aforesaid *C* saith, That the aforesaid *A*, the aforesaid Twentieth Day of *June*, in the sixth Year aforesaid, did not pay to the aforesaid *S T* the aforesaid Fifty Pounds, in Manner and Form so as the aforesaid *A* above hath alled ed; and of this puts himself upon the Country, and the aforesaid *A* likewise. Therefore it is commanded the Sheriff, &c.

He does not Detain.

Non Detinet.

When, &c. and saith, That he doth not detain from the aforesaid *AB* the aforesaid Thirty Pounds, nor any Money thereof, in Form which the same *A* above against him hath declared, and of this puts himself upon the Country, &c.

Owes nothing, nor detains.

Nil Debet nec
detinet.

And the aforesaid *JS*, by *AB*, his Attorney, comes and defends the Force and Injury, when, &c. and saith, That he doth not owe to the aforesaid *RR* the aforesaid Ten Pounds, nor any Money thereof, in Form, which the said *RR* above against him hath declared; nor doth he detain from the aforesaid *RR* the Horse aforesaid, in Form, which the same *R* above against him hath declared, and of this puts himself upon the Country, &c.

Hath not demised, to Debt for Rent.

Non Dimisit.

When, &c. ought not to have his Action, (&c.) because he saith, That the same *A* hath not demised to the same *D* the Tenements afore-

Issues:

129

aforesaid, with the Appurtenances, so as the aforesaid *A* above against him hath declared, and of this puts himself upon the Country, (Ec.)

Com. Pleas.

Conditions performed.

See before in the *King's Bench.*

Tender of the Money to a Bond.

Which being read and heard, the same *A* saith, That the aforesaid *B* ought not to have his Action aforesaid thereof against him, because he saith, that he was ready at the aforesaid Feast of Saint *Michael* the Archangel, and then offered to pay to the aforesaid *B* the Twenty Pounds, which he ought to have paid him at the aforesaid Feast, according to the Form and Effect of that Condition, to wit, at *L* aforesaid; and that neither the aforesaid *B*, nor any other from the same *B*, were then and there ready to receive from the same *A* the aforesaid Twenty Pounds. And further the same *A* saith, That he always from the aforesaid Feast of Saint *Michael* the Archangel, hitherto was ready, and still is ready to pay to the aforesaid *A* the aforesaid Twenty Pounds; and that the same *A* brings here into Court, ready to pay to the aforesaid *B*, and prays, (Ec.) wherefore, (Ec.)

This Plea above is to be pleaded before Imparlance.

That he did not offer, Ec. and Defendant (as before) saith that he did offer, and Issue.

Replication.

Vol II.

K

Payment

Com. Pleas.

Payment to the Day to a penal Bill.

Solvit ad diem. Ought not to have his Action, because he saith, That he paid to the aforesaid *A*, upon the aforesaid Twentieth Day of *May*, the aforesaid Twenty Pounds, which to him upon the same Day he ought to have paid, according to the Form and Effect of the Bill aforesaid, to wit, at *G* aforesaid, and prays, (&c.) wherefore, (&c.)

Replication.

That he did not pay so as the aforesaid (*Defendant*) above hath alledged, and prays that this may be enquired, &c.

See before in the *King's Bench*.

Per Minas, (by Threats.)

Per Dures, (by Constraint, or Hardships.)

Ne unques Executor, (never was Executor.)

Ne unques Administrator, (never was Administrator.)

Ne unques Receptor, (never was Receiver.)

Son Assault de mesme, (in his own Defence.)

Came by Descent.

Riens per Descent.

The same as in the *King's Bench*, only instead of — on the Day of exhibiting the Bill, you say — the Day of suing out the Original Writ, &c.

Com-

Commitment to the Fleet after Judgment.

And the aforesaid (*Defendant*) in *Mercy*, &c. afterwards, to wit, the twenty sixth Day of *November*, in the fifth Year of the Reign of the Lord the now King, came here into Court the aforesaid (*Defendant*) in his proper Person ; and upon this the same (*Defendant*) is committed to the Prison of the said Lord the King, of the *Fleet*, on Occasion of the Premises there to stay until, &c.

See after.

Another Commitment to the Fleet, in Discharge of Bail, &c.

Afterwards, to wit, (*such a Day*) then next following, the aforesaid *W* came here into Court in his proper Person, and as well for his own proper Indemnity, as for the Indemnity of his Bail, prays that he may be committed by the Court here to the Prison of the *Fleet* of the Lord the King, by reason of the Judgment aforesaid, there to stay until, &c. And that his same Manucaptors may be discharged of their Bail aforesaid, &c. whereupon the same *W*, present here in Court, at the Desire of the aforesaid (*Plaintiff*) is committed to the Prison aforesaid, in Execution for the Debt and Damages aforesaid, in Form aforesaid recovered, there to continue until, &c. and the aforesaid Manucaptors, to wit, *A B* and *C D* of their Bail and Recognizance aforesaid,

Com. Pleas. said, on this Behalf made, by the Court here are fully discharged, &c.

Demurrers. Note, That the Matters of Demurrers are much the same here, as in the *King's Bench*. See after Title *Demurrer*, amongst the special Notes.

Postea's. And as to *Postea's* upon Records after Verdict, you have your Record returned by the Clerk of the *Postea's*, and from thence carry it to the Prothonotary to tax Costs, who gives the *Postea* to the Clerk of the Judgments, and he takes Care of continuing the same on the Roll, &c.

See in the *King's Bench*, concerning reversing Judgments by Error.

If the Errors be allowed, the Judgment is made void, and the Defendant may have Restitution.

If the Error be not allowed, then is the former Judgment affirmed.

But observe, That notwithstanding the Reversal of a Judgment, the Plaintiff's Cause of Action, is not thereby taken away; but he may bring a new Action against the Defendant for the same Cause, if he will.

NON PROS.

Entry of a Non Prof. after Appearance by the Defendant, for want of a Declaration.

— To wit. *A B*, who brought a Writ of the Lord the now King against *C D*, late of, &c. of a Plea of Trespass upon the Case, doth not prosecute his Writ aforesaid; therefore he, and his Pledges of prosecuting, shall be in Mercy, the Names of the Plaintiffs Pledges, &c. and that the aforesaid *C* may go thereof without a Day. It is also considered, that the aforesaid Defendant should recover against the aforesaid (*Plaintiff*) his Damages on Occasion of the Premises, to Forty Shillings to the same (*Defendant*) by the Discretion of the Justices here, at his Request, for his Costs and Charges in that Behalf sustained, according to the Form of the Statute, &c. by the Court here adjudged, &c.

Upon this, drawn upon Paper, Costs are signed by the Prothonotary, as in other Judgments. See before in the *King's Bench*.

Of suing to the Outlawry.

IF you intend to sue any Person to the Outlawry, (who is not easily to be taken, and hath not sufficient Estate in the County, whereby to be summoned, &c.) as you may in *Trespass, Trespass and Assault, Account, Case, Covenant, Debt, Detinue and Replevin*, you must make out a *Precipe* in Debt, or a *Pone* in Case, *Trespass, Assault, Battery, &c.*

See Abridgement of the Statutes, Title Judicial Proceedings.

Com. Pleas. as is before directed, with the Additions of the Defendant.

Stat. 1 H. 5. And this must be carried to the Curfitor of the County, where you lay your Action for an Original.

And *Note*, That the Outlawry (unless laid in *London*, as most are) will scarce be perfected under three Terms; because there must be fifteen Days, or more, between the Teste and the Return of each Writ of *Capias*, *alias*, and *pluries*; and the Return of the first Writ is the Teste of the second, and so in Order. Also there must be Five County Days betwixt the Teste and Return of the Exigent; and on the fifth County Day, Defendant not appearing, is outlawed.

But in *London*, you may sue to the Outlawry three Times in the Year, because their Hustings are oftner than their County Days: And this is the Reason that most lay their Actions in *London*, in suing to the Outlawry.

Also in a Vacation you may take the Benefit of the precedent Term for your Original, and so you may the Term following, provided you bespeak it of the Curfitor within seven Days after the Term begun, otherwise you will lose that Advantage.

Having gotten your Original, you may return it of Course thus.

Pledges

Com. Pleas. the *pluries*, upon a Bit of Parchment, after this Manner, for the Plaintiff.

Michaelmas, the fifth of King
George the Second.

London, to wit. C D puts in his Stread D R,
his Attorney, against A B,
late of, (Etc.) of a Plea
of Trespass, (or Debt, as
the Case is.)

Reading.

Next you must carry this Warrant of Attorney to the Clerk of the Warrants, to file it, and then he will stamp your *pluries*. After you have thus done, you must carry your *pluries* to the Exigenter of the County where the Action is laid, who will thereupon make you out an *Exigent* and Proclamation, which you must get sealed, and (if in London) then you must carry the *Exigent* to one of the *Compters*, and leave it there to be perfected, and your Proclamation you must send down to the Sheriff of the County of which the Defendant is named, to be executed. At the Return of the Proclamation, you must file it with the *Custos brevium*; and having got the Return of your *Exigent*, you may carry it to the Clerk of the Outlawries, and he will make you out a *Capias Utlagatum* upon it, either general or special, the one is against the Body only, the other is against the Body, Goods, and Lands, upon which you proceed, Etc.

Note, That if it happen that there be not five County Days between the Teste and Return

turn of the *Exigent*, you must be forced to procure another Writ, called an *Allocatur*, from the Exigenter, to bring in the five County Days; and so it must be in *London*, if it wants a *Husting*. Com. Pleas. *Allocatur*.

But *Note*, That you may take out your Process in Order, and endeavour to take the Defendant upon any of them.

The two chief Terms to commence Suits to the Outlawry, especially for the County, are *Easter* and *Michaelmas*.

If you begin in *Easter* Term, you may procure your *Capias* and *alias Capias*, returnable in *Trinity* Term, and in *Trinity* Term sue forth your *Pluries*, *Exigent*, and *Proclamation*.

In *Michaelmas* Term, you may sue forth the *Original Capias* and *alias Capias*, returnable the same Term, and a *pluries Capias*, returnable in *Hillary* then next following, and in the same Term procure your *Exigent* and *Proclamation*.

But in *London*, you may begin in *Trinity* Term, and the Party may be outlawed in *Hillary* following; the *Hustings* being kept every Fortnight, and the County Court only every Month.

Of Superseding the Exigent and Reversing the Outlawry.

It is Ordered, That no Outlawry shall be reversed after the Death of the Plaintiff, unless the Defendant appear, and put in special Bail, (if the Action so requires) to the Executor or Administrator, or to the Husband and Wife, where she, whilst *Feme Sole*, sued the

By Rule of Court, Trin. 2. Ja. 2.

Com. Pleas.

the Defendant to an Outlawry; provided the Plaintiff's Attorney to the Writ of *Exigent* do, within fourteen Days after Notice to him given of the Defendant's Intention to reverse the Outlawry, deliver the Names of the Executor, or Administrator, to the proper Prothonotary.

No *Supersedeas* after Return of the *Exigent*, unless Defendant pay full Costs.

And before Reversal put in Bail, if the Debt be 10*l*. or above.

That on every Writ of *Exigent* which shall be sued forth, if a *Supersedeas* be not put in thereunto, at or before the Day of Appearance thereof, that no *Supersedeas* shall by any Sheriff be allowed to any such Writ, until the Defendant shall have paid the Plaintiff, or left with one of the Prothonotaries, the full Costs of Suit.

That the Defendant shall, before Reversal of any Outlawry, or any *Supersedeas* made thereunto, put in Bail, if the Sum or Damages in the Original be Ten Pounds, or above, and pay full Cost of Suit to the Exigent, as aforesaid; and if the Plaintiff hath extended Goods, &c. of the Person outlawed, further Costs shall be taxed by the Prothonotary, and paid to the Plaintiff as aforesaid, before any Certificate of Reversal shall be made by the Clerk of the Outlawries.

Several Ways of passing a FINE.

IF your Fine be to be taken in the Country, you must first draw up Instructions for the Cursitor to make a *Dedimus porestatem*, and give him the Commissioners Names at the Bottom, which may be after this Manner.

Lincoln,

Lincoln, to wit. Command *A B*, Gentleman,
and *E* his Wife, that they
justly, &c. hold to *C D*
the Agreement, &c. of
one Messuage, one Gar-
den, &c. with the Appur-
tenances in *F*, and un-
less, &c.

J S, Knight.

De. po. direct. { *T B*,
 R O,
 H Y,
 and
 G W, } Gentlemen.

You must carry this to the Curfitor of the County, and bespeak a *Dedimus*, and you may, at the same Time, bespeak and have a Writ of *Covenant*; but that is usually let alone until the *Dedimus* is returned.

But if it is to be a Fine of the preceding Term, your best way is to have a Writ of *Covenant* at the same Time; for if the *Dedimus* is not taken and returned in Time, you will be under the Necessity and Expence of petitioning the Master of the Rolls for a Writ of *Covenant*, returnable the preceding Term.

You must send down your *Dedimus* to your Client, with an Endorsement thereon in this Manner, *the Execution of this Commission lies in a certain Schedule, to this Commission annexed*, and the Commissioners subscribe it. You must also write the *Precipe* over upon Parchment, and under that the Concord, as the Nature
of

Com. Pleas. of the Thing requires; with a *Caption*, and the Cognizor, or Cognizors, must subscribe the Concord, and the Commissioners the *Caption*.

When the *Dedimus* is returned, then Affidavit by a Commissioner is made before a Judge, *That he knew the Parties, that they were at Age, and of good Understanding*; and if a married Woman Cognisor, *That she was examined apart, and consented*; then the Judge's Clerk writes on the *Caption*, *Upon the Oath of A B, one of the Commissioners of the due Execution of this Fine, let it pass*. But if any Interlineations be made in the *Fine* or *Caption*, let the Judge's Clerk take Notice thereof, otherwise it will not pass the Offices.

This *Allocatur* is by a Judge of the *Common Pleas*; he is paid Four Shillings. It is usual to bespeak the Writ of *Covenant* (for which you pay Seven Shillings and Sixpence) of the Cursitor, (by leaving the *Dedimus* and *Caption* with him) which Writ of *Covenant* you must carry to the Alienation-Office, to be compounded.

After you have compounded it, carry it back to the Cursitor, and he will mark how much for the King's Fine.

Next, you must carry your Writ of *Covenant* to be returned at the Return-Office in Prothonotary *Borvet's* Office, for which you pay One Shilling and Sixpence; and if it be in *London* or *Middlesex*, you must carry him a Note of the Parcels, Buttrals, Signs and Tenants Names.

Then

fines passed.

141

Then next you must make up a Warrant of Attorney for it, upon a Piece of Parchment, after this Manner,

Michaelmas, the fifth of
King *George* the Second.

Lincoln ff. to wit. *C D* puts in his Stead *D R*,
to prosecute a Writ of
Covenant against *A B*,
Gentleman, and *E* his
Wife, of Lands and Te-
nements in *F*.

Reading.

Then you must carry the Warrant of Attorney and Covenant to the Clerk of the Warrants, who will file your Warrant, and sign your Writ of Covenant for Four Pence.

Then you must annex your *Dedimus* and *Caption* to it, and carry it to the *Custos breviarum*, to indorse the Proclamation upon it, for which you pay Three Shillings and Eight Pence.

From whence you carry them, as annexed, to the King's Silver-Office in the *Temple*, to be entered. You pay One Shilling and Eight Pence.

Until it was entered in this Office, it was not formerly accounted a Fine in Law; but now, by a late Resolution, it is deemed a Fine in Law from the *Caption*.

From the Silver-Office you must carry it, as annexed, to the Chirograper's-Office in the *Temple*, for the Indentures to be made upon it, where it is left on Record, and the
In-

Com. Pleas. Indentures you must give or send to your Client. Thus it is perfected.

*Before the
Chief Justice.*

If your *Caption* is to be taken before the Chief Justice at his Chambers, as it well may : If the Parties be in Town, then you must write a *Precipe* and Concord on Parchment, and another on Paper, to which the Parties must subscribe their Names ; then they must go with you to the Chief Justice, and acknowledge it before him, and you must leave the proper *Precipe* with the Judge's Clerk.

Next you may bespeak your Writ of *Covenant* of the Curfitor, and proceed through the Alienation-Office, Return-Office, Warrant of Attorney-Office, *Custos brevium*, King's Silver, and Chirographer's-Office, as before, annexing the *Caption* to the *Covenant* before you carry them to the *Custos brevium*.

At the Assizes.

If your Acknowledgement be before another Judge at the Assizes, as it may, you leave the *Precipe* and *Concord* with the Judge's Clerk ; and when the Judge comes to Town, you must bespeak of the Curfitor of the County a general *Dedimus*, to be directed to that Judge, and his Clerk will return the Substance of the *Concord* on the Back of the *Dedimus*.

Then you must get a Writ of *Covenant*, and compound it, as before, and pass it through all the Offices, as before, with the *Dedimus* annexed, before you go to the *Custos brevium*, &c.

A Fine

A Fine from one to one, of a Messuage, &c. Com. Pleas.

Somerset, to wit. Command *A B*, That justly, &c. he hold to *C D* the Covenant, &c. of one Messuage, two Gardens, twenty Acres of Land, ten Acres of Meadow, and ten Acres of Pasture, with the Appurtenances in *E*, and unless, &c. Precipe.

And such is the Agreement, to wit, That the aforefaid *A* acknowledges the aforefaid Tenements, with the Appurtenances, to be the Right of him *C*, as those which the same hath of the Gift of the aforefaid *A*, and those for himself and his Heirs, he releases and quits Claim to the aforefaid *C*, and his Heirs for ever. And further, the same *A* hath granted for himself and his Heirs, that he will warrant to the aforefaid *C* and his Heirs, the aforefaid Tenements, with the Appurtenances, against him and his Heirs for ever. And for this, &c. Concord.

Taken and acknowledged ———
Day of ——— in the Sixth Year
of the Reign of the Lord *George*
the Second, now King of *Great*
Britain, &c. and in the Year of
our Lord One Thousand seven
hundred and thirty two, be-
fore ———

By

fines passed.

*By one to two of a Messuage, Lands
and Common.*

Somerſet, to wit. Command *A B*, That juſtly, &c. he hold to *C D* and *E F*, the Covenant, &c. of three Meſſuages, five Gardens, one hundred Acres of Land, two hundred Acres of Wood, and Common of Paſture for all manner of Cattle, with the Appurtenances in *G* and *H*, and unleſs, &c.

And ſuch is the Agreement, to wit, That the aforeſaid *A* doth acknowledge the aforeſaid Tenements and Common, with the Appurtenances, to be the Right of him *C*, as thoſe which the ſame *C* and *E* have of the Gift of the aforeſaid *A*, and thoſe for himſelf and his Heirs, he remiſes and quits Claim to the aforeſaid *C* and *E*, and to the Heirs of him *C* for ever. And further the ſame *A* grants for himſelf and his Heirs, that they will Warrant to the aforeſaid *C* and *E*, and to the Heirs of him *C*, the aforeſaid Tenements and Common, with the Appurtenances, againſt him and his Heirs for ever. And for this, &c.

Taken and acknowledged the Twenty Second Day of September, in the ſixth Year of the Reign of the Lord *George*, now King of *Great Britain*, &c. and in the Year of our Lord One thouſand ſeven hundred and thirty two, before —

Note,

Note, Though there be diverse Cognizees, yet the Right shall be limited to one of them only, and the Estate limited to his Heirs only, whose Right it is acknowledged to be. But if the Cognizees be joint Purchasers, it is said to their Heirs, instead of the Heirs of one of them.

Com. Pleas,

If a Fine be levied by two, and Heirs, without the Word *Their*, it is said this will be void for Uncertainty, in a Fine, as in a Deed.

From Husband and Wife, of Husband's Lands.

Somerſet, to wit. Command *A B*, and *C D*, his Wife, that juſtly, &c. they hold to *D E* the Covenant of, &c.

And ſuch is the Agreement, that the aforeſaid *A* and *C* do acknowledge the Tenements aforeſaid, with the Appurtenances, to be the Right of him *D*, as thoſe which the ſame *D* hath of the Gift of the aforeſaid *A* and *C*; and thoſe they Remiſe, and quit Claim from them *A* and *C*, and from the Heirs of him *A*, to aforeſaid *D* and his Heirs for ever. And further: The ſame *A* and *C* grant for themſelves, and the Heirs of him *A*, that they will warrant to the aforeſaid *D*, and his Heirs, the aforeſaid Tenements, with the Appurtenances, againſt them *A* and *C*, and the Heirs of him *A*, for ever. And for this, &c.

If you know not whether they are the Lands of the Husband or Wife, then you ſay, Their Heirs.

Ver. II.

L.

Taken

fines passed.

Taken and acknowledged, the twenty second Day of *September*, in the sixth Year of the Reign of the Lord *George* the Second, now King of *Great Britain*, &c. and in the Year of our Lord, One thousand seven hundred and thirty two, before

From the Husband and Wife, of the Wife's Lands.

Wilts, to wit. Command *A B*, and *C* his Wife, that justly, &c. they hold to *D E*, the Covenant, &c. of, &c. as before, naming the *Parcels*.

And such is the Agreement, that the aforefaid *A* and *C* do acknowledge the aforefaid Tenements, with the Appurtenances, to be the Right of him *D*, as those which the same *D* hath of the Gift of the aforefaid *A* and *C*; and those they Remise, and quit Claim from them *A* and *C*, and the Heirs of her *C*, to the aforefaid *D*, and his Heirs for ever. And further: The aforefaid *A* and *C*, grant for themselves, and the Heirs of her *C*, that they shall warrant to the aforefaid *D*, and his Heirs, the aforefaid Tenements, with the Appurtenances, against the aforefaid *A* and *C*, and the Heirs of her *C*, for ever. And for this, &c.

Note,

Note, To make the Warranties sure in Case of a Man and Wife, do first make a Warranty from the Husband, as before; and then add a Warranty to bar the Wife's Heirs, thus, (*to wit.*)

And further, the same *A* and *C* grant for themselves, and the Heirs of her *C*, that they will warrant the Tenements aforesaid, with the Appurtenances, to the aforesaid *D* and his Heirs, against them *A* and *C*, and the Heirs of her *C*, for ever. And for this, &c.

When a Fine is from diverse, the Fee is supposed to be in one of them only, if it so to be; and the Release and Warranty from him but generally: Where there are divers Cognizors, the Release is from them and their Heirs, as thus.

From Three to Two.

And such is the Agreement, to wit, That the aforesaid *AB* and *C* do acknowledge the Tenements aforesaid, with the Appurtenances, to be the Right of him *D*, as those which the same *D* and *E* have of the Gift of the aforesaid *AB* and *C*; and those they release, and quit Claim from them *AB* and *C*, and their Heirs, to the aforesaid *D* and *E*, and the Heirs of him *D* for ever. And likewise, they, the same *AB* and *C*, do grant for themselves, and the Heirs of him *A*, that they will warrant the Tenements aforesaid, with the Appurtenances, to the aforesaid *D* and *E*, and the Heirs of him *D*, *Warranty* against

Com. Pleas. against them *A B* and *C*, and the Heirs of him *A* for ever. And for this, &c.

If the Warranty be general, you may say,
Against all Men for ever.

Also generally in such Cases of diverse Cognizors, they Warrant apart, as thus.

*Warranty a-
part.*

And likewise the same *A* hath granted for himself and his Heirs, that they will Warrant the Tenements aforesaid, with the Appurtenances, to the aforesaid *D* and *E*, and to the Heirs of him *D*, against the aforesaid *A* and his Heirs for ever. And further, the same *B* hath granted for himself, and his Heirs, that they will Warrant the Tenements aforesaid, with the Appurtenances, unto the aforesaid *D* and *E*, and the Heirs of him *D*, against the aforesaid *B* and his Heirs for ever. And also the same *C* hath granted for himself, and his Heirs, that they will warrant the Tenements aforesaid, with the Appurtenances, unto the aforesaid *D* and *E*, and the Heirs of him *D*, against the aforesaid *C* and his Heirs for ever. And for this, &c.

And so of the like by these Words, *And likewise ; And moreover ; And also ; And further ; And Lastly, &c.* And the like.

*Several Pur-
chasers.*

And Note, That Lands bought of diverse Persons, by several Purchasers, may pass very well in one Fine, and then the Writ of Covenant must be brought by all the Vendees against the Vendors ; and every Vendor must Warrant against himself, and his Heirs only.

And

Infant admitted.

149

Com. Pleas.

And Note further, That one Concord may be of Lands in several Counties, and the Fine for Licence of Concords of all extracted entirely ; but there must be several Writs of Covenant returnable all at one Day.

And so if the Lands lye in a Parish that extends into several Counties, you may sue out a *Dedimus* from the Cursitor of which of the Counties you please ; but must set forth what Lands lye in this County, and what in the other.

The Clerks of the Chirographer's Office will demand for an Indenture, with single Warranty, Three Shillings.

Every other Warranty, Six Pence. For a *Post Terminum*, Six Pence.

For a Warranty, (though not expressed,) if there be so many Cognizors as would make one, two, or three more, Six Pence for a Warranty ; and some of them insist upon Six Pence for Expedition of your Indentures, as if usually allowed.

An Admission of an Infant to Sue by his next Friend.

TO wit. It is granted by the Court here, that *A B*, Gent. and *C D*, Gent. jointly and severally may prosecute for *E F*, who is under Age, as the next Friends of him *E*, against *G H*, of a Plea of Debt.

This Admission may be to one Friend, and ought to be Entred on the same Roll before the Declaration.

Infant admitted.

The Declaration runs thus.

To wit. *GH*, late of, &c. to answer unto *EF* of a Plea, &c. And wherefore the same *EF*, by *AB*, Gent. (who is admitted by the Court of the King here, to prosecute for the same *EF*, who is under Age, as the next Friend of the same *EF*,) saith, That whereas, &c.

Appearance. As an Infant sues by his next Friend, so
Infant. he must appear by his Guardian, or Keeper; and if such Guardian cannot be admitted in Court, or before a Judge at the Assize, then you must bespeak a *Dedimus Potestatem* of the Cursitor of the County, for Commissioner to admit him *Custodes*, (Keepers,) to answer the Plaintiff of a Plea, &c. (as in the Declaration;) the like if he plead by his next Friend, and he be not otherwise admitted.

The Caption to be written on Parchment thus.

By Virtue of a Writ of the Lord the King, to this Schedule annexed, to us, and certain, *WS*, Knight, *TW*, and *RW*, &c. directed the fifteenth Day of *June*, in the sixth Year of the Reign of the said Lord the King, We whose Names are subscribed, have admitted *RS* and *TU*, Gent. Keepers of *IK*, in the Writ aforesaid named, being under Age, to prosecute and defend the Plaint which is before the Justices of the said Lord the King of the Bench, by the Writ of the said Lord the King, between the aforesaid *IK* and *LM*, of a Plea of Trespass,

Infant admitted.

151

pass, (or Debt, &c.) as it is said, according to the Tenor of the same Writ. In Testimony of which Matter, we have put our Seals, the Day and Year abovesaid. Com. Pleas.

L M,
N O.

The *Dedimus* must be returned thus, on the backside, *The Execution of that Commission appears in a certain Schedule to this Writ annexed.*

L M,
N O.

These being returned back to you, must be carried to the Cursitor, to make a *Mittimus* and Transcript, which must next be Entred on a Roll after this manner ;

Entry of a Mittimus, and Transcript of Admission of a Guardian.

The Lord the King, hath given in Charge to his Justices of the Bench here, his Writ of *Mittimus* closed, together with the Tenor of a certain Writ of *Dedimus Potestatem*, to be admitted to a Guardian, and the Return of the same. And also the Guardian thereon admitted in these Words, *George the Second, by the Grace of God, of Great Britain, France, and Ireland, King, Defender of the Faith, &c. (to the End of the Mittimus and Transcript ; to wit, to the End of the Caption, L M, N O.)*

A Plea by a Guardian.

And the aforesaid *I K*, by *L M*, (who is admitted by the Court of the King here, to defend for the same *I*, who is under Age, and Guardian, (or Keeper,) of him *I*,) comes and defends the Force and Injury, When, &c. And saith, &c. (*as in others.*)

Of delivering DECLARATIONS to Prisoners.

RULES to be observed in the Court of Common Pleas, in the Proceedings upon Declarations delivered to Prisoners in Custody, in County Goals.

No Declaration to be delivered to a Prisoner, before the Return of the Process.

First, **T**HAT no Copy of any Declaration shall be delivered to a Prisoner in Custody, until after the Process upon which such Prisoner shall be taken, or charged in Custody, be returnable.

No Rule is given for Appearance, 'till Affidavit of the Delivery of the Declaration is filed.

Secondly, That no Rule shall be given for the Defendant in Custody, to appear and plead to any Declaration against him, until an Affidavit be filed with the proper Secondary, of the Delivery of a Copy of such Declaration, and of the Time when, and the Person to whom the same was delivered: And the Copy of the said Affidavit shall be produced to the Prothonotary before Judgment signed, together with a Certificate from the

the proper Officer, that no Appearance is Com. Pleas.
Entered with him.

Thirdly, If a Copy of the Declaration be ^{Declarations} delivered before one Month of *Easter*, or ^{delivered be-} in the Morrow of *All Souls*, and Affidavit ^{fore one Month} thereof made and filed, and the Defendant ^{of Easter, or in} doth not Enter his Appearance with the ^{the Morrow of} All Souls.
proper Officer within ten Days after *Easter*, or *Michaelmas* Term respectively, Judgment may be Entred against him upon the Certificate as aforesaid, if Rules have been given ; but if he doth not Enter his Appearance as aforesaid, before the End of ten Days after the Term, he shall imparle until the next Term, unless the Action be in *London* or *Middlesex*, and the Defendant be in Prison within forty Miles of the City of *London* or *Westminster* : Then, though he doth not appear before the Expiration of ten Days after the End of the Term, he shall plead two Days before the Essoin Day of the next Term ; and in Default thereof, Rules having been given, Judgment may be Entred against him as aforesaid.

Fourthly, If a Copy of the Declaration be ^{Declarations} delivered on, or after one Month of *Easter*, ^{delivered after} in *Easter* Term, or the Morrow of *All Souls*, ^{one Month of} in *Michaelmas* Term, or in *Hillary*, or *Trinity* ^{Easter, or the} Term, and the Plaintiff thereupon shall ^{Morrow of All} give Rules to appear, and plead, if the ^{Souls, or in Hil-} Defendant Enter his Appearance two Days ^{lary, or Trinity} preceeding the Essoin Day of the next Term, he shall imparle until the said next Term : But if he does not appear within that Time, Judgment may be Entred against him as aforesaid.

Fifthly,

Com. Pleas. *Fifthly*, If the Writ be returnable in one Term, and a Copy of the Declaration be delivered before the Effoin Day of the next Term, the Plaintiff in such next Term, may give Rules to appear, and plead; and if the Defendant doth not Enter his Appearance, and plead by that Time that the Rules are out, Judgment may be Entred against him as aforesaid.

If Declaration be not Entred in the Office. *Sixthly*, If the Declaration be not Entred, or left in the Office, before the End of the next Term, after the Writ, or Process, (by which the Prisoner shall be taken, or charged in Custody,) be returnable; and an Affidavit made and filed in Manner aforesaid, before the End of twenty Days after such Term, (*Easter Term* excepted;) and within ten Days after *Easter Term*, the Prisoner shall be discharged, upon the Entering of his Appearance with the proper Officer, by Writ of Superfedeas made by him, according to the ancient Practice of this Court.

Prisoner discharged. *Seventhly*, If any Goaler, or Keeper of a Prison, having received a Copy of a Declaration against any Prisoner in his Custody, shall suppress the same, and not deliver it forthwith to such Prisoner, an Attachment shall be issued against him.

Attachment against Goaler, if he shall suppress the Declaration.

George Treby, || John Powell,
Edward Nevil, || Thomas Rokeby.

* If on Bond, Before you deliver the Declaration against the Prisoner, you must * Enter it with one of the Prothonotaries, otherwise your Proceedings will be irregular.

* If on Bond, you pay 1 s. In Case, or three Narr's, 4 d.

Proceedings against Prisoners.

155

If the Defendant be a Prisoner in the *Fleet*, Com. Pleas.
you Enter your Declaration before you deliver it, with the Clerk of the Papers of the *Fleet* Prison; and you are not obliged to take out Process to charge him in Custody there, before you can regularly Declare against him, as you must do, if the Defendant is a Prisoner in *Ludgate*, *Newgate*, or any County Goal.

The Affidavit of Service, must be after this manner.

R G maketh Oath, That he did, on the thirteenth Day of *June* last, deliver a true Copy of the Declaration hereunto annexed, † unto the Defendant *E F*, the said *E F* being then a Prisoner in the Prison of *Newgate*: And this Deponent saith, That the said Defendant was arrested, or charged in Custody, at the Suit of the Plaintiff, by Process of this Court, returnable before the Delivery of the said Declaration.

† (Or,) To the Goaler, or the Turnkey of the Goal-Prison of the County of —. And the said Turnkey, or Goaler, then owned him the said *E. F.* to be a Prisoner in the said Prison, and that he would deliver the Declaration to him.

Sworn the twenty eighth Day of *June*, in the sixth Year of King *George* the Second, before —

This Affidavit, and the Declaration there-to affixed, you carry to the Secondary for a Rule to plead, for which you pay him One Shilling eight Pence, and he will keep your Declaration, and the Affidavit annexed.

If the Prisoner does not plead before the Rule is out, a Plea being demanded, you may take your Judgment; and if it is an
Action

Com. Pleas.

Action on the Case, proceed to execute your Writ of Enquiry, sign your final Judgment, and make out such Writ of Execution as shall be requisite. But if you charge the Prisoner in Execution, you are barred from suing forth any Writ of Execution against his Lands, or Goods, unless the Prisoner escape, be discharged by * Priviledge of Parliament, or Death; and then the Plaintiff, his Executors, &c. may sue forth new Execution against the Lands, Goods, &c. as if the Person deceased, &c. had never been taken in Execution.

* 1 Jac. 21.
cap. 24.

Of discharging Prisoners, for want of Prosecution.

If a Writ be returnable in *Easter* Term, and nothing is done in *Trinity* Term, upon the Prisoners's getting a Certificate thereof from the Goaler, (that there is no Declaration delivered, or *Habeas Corpus* brought,) and likewise getting signed *Fiat Supersedeas*, (let a *Supersedeas* be made,) by a Judge, for which he is paid Four Shillings. The Filacer of the County will, on carrying him the *Fiat*, make a *Supersedeas*, and at the same Time Enter an Appearance for the Prisoner, who will thereupon be discharged.

R U L E S to be observed for dis- Com. Pleas.
Easter Term,
8 King Geo. 2.
charging Prisoners committed to the
Fleet Prison, County and other Goals,
and for discharging Persons ren-
dering themselves, or being rendered
to the Fleet Prison, in Discharge
of their Bail, (by Virtue of Process
of the Court) by Superfedeas, for want
of Prosecution.

IT is Ordered, That if any (Person) If Plaintiff has
declared against
Prisoner, and
does not proceed
to Judgment
in three Terms.
Plaintiff shall declare against any Defen-
dant in Custody of the Warden of the Fleet,
or of any Sheriff, or other Officer, by Vir-
tue of any Process of this Court, and shall
not further proceed to Judgment within three
Terms after such Declaration delivered, in-
clusive of the Term in which the Declaration
shall be delivered, the Defendant having ap-
peared;

Or if any Plaintiff, having obtained Judg-
ment in this Court in any Action against any
Defendant, a Prisoner as aforesaid, and shall
not charge such Defendant, so remaining a
Prisoner, in Execution upon the Judgment so
obtained, within two Terms next after such
Judgment so had and obtained, including the
Term in which the said Judgment shall be Or after ob-
taining Judg-
ment, does not
charge the Pri-
soner in Execu-
tion in t o
Terms, he may
be discharged
by Superfedeas.
signed; then such Defendant, so remaining
in Prison, may be discharged out of Custody,
where he shall be so detained by Superfedeas
to be allowed by one of the Justices of this
Court,

Com. Pleas.
Notice being
given to Plain-
tiff, and Oath
thereof.

Court, if Cause shall not be shewn by the Plaintiff or his Attorney, why such Plaintiff had not proceeded before that Time to Judgment and Execution as aforesaid, upon Notice to either of them given by the Defendant's Attorney or Agent, and Oath made of such Notice given.

If Plaintiff does
not declare
against Defen-
dant in two
Terms after
Render, or
having de-
clared before
Render, does
not proceed to
Judgment in
three Terms
after Render;
or if Judg-
ment has been
had before
Render, does
not charge De-
fendant in Exe-
cution in two
Terms after,
Prisoner may be
discharged, as
aforesaid.

And if any Defendant shall render himself or herself to be rendered to the Fleet Prison, in Discharge of his or her Bail, at the Suit of any Plaintiff, where no further Proceedings by Declaration has been had against such Defendant so rendered before such Render, unless the Plaintiff shall declare against such Defendant within two Terms after such Render. And where any Declaration hath been delivered against such Persons so rendering themselves, or Judgment has been had against him or her before such Render, unless the Plaintiff shall proceed to Judgment upon such Declaration delivered within three Terms after such Render, (the Defendant having appeared) and charge such Defendant in Execution within two Terms after such Judgment obtained, such Defendant may be discharged out of Custody by *Supersedeas*, to be allowed by one of the Justices of this Court, if Cause shall not be shewn to the contrary, as aforesaid, by the Plaintiff, or his Attorney, upon Notice to either of them given by the Defendant's Attorney or Agent, and Oath made of such Notice.

P. King,
Jo. Blencoe,

Ro. Tracy,
R. Dormer.

Note,

Declaration against Sheriff, &c.

159

Note, If you declare in the Court of *King's Bench* against a Defendant Prisoner, and he afterwards removes himself to the *Fleet*, you may proceed on that Declaration delivered, but in order to charge him in Execution, he must be brought up by *Habeas Corpus*.

See the Stat. 1 *Anne*, cap. 6. and 5 *Anne*, cap. 9, concerning Prisoners escaping out of Custody, taken by a Judge's Warrant, and carried to the next County Goal; for which Purpose I have here briefly added a Declaration in Case against the Sheriff, for suffering an escaped Prisoner to go at large, which seems to be well drawn.

The Declaration shews Process of Bill of *Middlesex*, and to what Purpose; the taking the Party thereon by the Sheriff of *Middlesex*; his being brought by *Habeas Corpus* before one of the Justices of the *Common Pleas*; his Commitment to the *Fleet* thereupon, (all set forth very precisely) and then it was ordered, &c. as follows;

AND the said *J L* so being a Prisoner in the Prison of the *Fleet*, and him the same *B* having the aforesaid Cause of Action against the same *J*, he the same *B*, according to the Form and Effect of the Statute in the like Case lately made and provided, afterwards, and within the aforesaid Term of *St. Michael*, to wit, the sixteenth Day of *November*, in the sixth Year above-said, hath filed and entered, in the aforesaid Court of the Lord the King of *Common Bench* here with the proper Officer in that Behalf, his Declaration in the Action aforesaid against

Declaration against Sheriff on

Com. Pleas. against the aforefaid *J L*, by which faid Declaration the fame *B* hath impleaded the aforefaid *J* of a Plea of Trespafs upon the Cafe, for not performing diverſe Promiſes and Affumptions of him *J*, to pay the aforefaid Money by him to the fame *B* ſo owing for the aforefaid Goods, Wares, and Merchandizes of the fame *B* bought, had, and received, to the Damage of him *B* Forty Pounds. And the fame *B* afterwards, to wit, the fame Day and Year, delivered a true Copy of that Declaration to one *T N*, then Turnkey of the aforefaid Priſon of the *Fleet*, to wit, at *L* aforefaid, in the Pariſh and Ward aforefaid; upon which faid Declaration in the Action aforefaid, ſuch Proceſs was in the fame Court of *Bench* here, that the fame *B* afterwards, to wit, the fame Term of Saint *Michael*, in the ſixth Year aboveſaid, recovered and obtained in the fame Action the Judgment of the fame Court of *Common Bench* here, by which ſaid Judgment it was judged by the fame Court here, that the fame *B* ſhould recover his Damages againſt the aforefaid *J L*, by Occaſion of the Non-performance of the Promiſes and Affumptions aforeſaid, ſo as by the Record and Proceſs of that Judgment, in the aforeſaid Court of *Bench* here remaining, more fully appears. And the ſaid *J L*, after the Commitment, and before he made any Payment or Satisfaction to the fame *B*, to wit, the firſt Day of *June*, in the Year aboveſaid, out of the aforeſaid Priſon of the *Fleet*, and out of the Cuſtody of the then Warden of that Priſon, without the Leave, and againſt the Will of him *B*, hath eſcaped, and went

at large where he would, and got safe away, Com. Pleas.
 to wit, at the aforesaid Parish of Saint *Martin*, in the aforesaid County of *Middlesex*,
 (him the same *B*, of the aforesaid Thirty Six Pounds, or any Parcel thereof, then, or hitherto being in no wise satisfied) And afterwards, to wit, the Thirty first Day of *May*, in the fifth Year of the Reign of the Lord the now King, the aforesaid *J L* having so escaped and gone at large, without the Leave aforesaid; by Virtue of a certain Warrant, under the Hand and Seal of the aforesaid *R T*, then and hitherto one of the Justices of the said Lord the King of the *Common Bench*, here at *Westminster* aforesaid, being made by him in due Manner, according to the Form of the Statute in the like Case lately made and provided, to the same *B*, at his Request, there granted, and to all Sheriffs, Mayors, Bailiffs, Constables, Headboroughs, and Tithingmen, in that Behalf directed, according to the Form of the Statute aforesaid, by one *Heneage Norton*, then being a Constable within the aforesaid County, to execute, to whom that Warrant was there delivered to execute in due Manner, was followed and retaken, to wit, at *A*, in the aforesaid County of *B*; and the aforesaid *J L* being so retaken by Virtue of that Warrant immediately, to wit, the same Day and Year last mentioned, in due Manner, according to the Form and Effect of the Statute aforesaid, was conducted and committed to the common Goal of the aforesaid County of *B*, at *A* aforesaid, then being under the Custody of the said *H A*, then Sheriff of the same County of *B*, being

Com. Pleas. there to remain, according to the Form of the Statute aforesaid, until he the aforesaid *J L* should make full Payment or Satisfaction to the same *B*, or until the Judgment in the aforesaid Action should be given for him the same *J L*. Whereupon the aforesaid *H A*, then Sheriff of the aforesaid County of *B*, the aforesaid Thirteenth Day of *May*, in the fifth Year aforesaid, the aforesaid *J L* into his Custody then and there took, and the same *J* in his Custody, by Vertue of the Warrant aforesaid, there had and detained; and the same *H A*, the Warrant aforesaid, into the aforesaid Court of the Lord the King of *Common Bench* here, in due Manner, hath returned, to be in all Things executed, entered, and filed of Record; and the same Warrant, in the same Court here of Record, is entered and filed, so as by the Record thereof, in the same Court here remaining, more fully appears. And the said *J L*, in the Custody of the aforesaid *H A*, in Form aforesaid, being detained, the same *H* afterwards, to wit, the first Day of *July*, in the sixth Year aforesaid, then being Sheriff of the aforesaid County of *B*, the aforesaid *J L*, out of that Prison last mentioned, and out of his Custody at large, where he would freely and voluntarily to escape and go permitted, to wit, at the Parish of Saint *Martin*, in the aforesaid County of *Middlesex*, (the same *B* of his Debt aforesaid, or of any Parcel thereof, then, or hitherto being in no wise paid or satisfied;) and the aforesaid *J L* hath conveyed himself to Places, to the same *J B* altogether unknown, and as yet absconds himself,

himself, so that the aforesaid *B*, by no Process of Law can retake the same *A*, and therefore the aforesaid *B*, not only his Debt aforesaid, but also the whole Benefit and Advantage of his Suit aforesaid hath lost and been deprived of, to the Damage of him *B* Fifty six Pounds, and therefore he brings his Suit, &c.

Select P R E S I D E N T S of
DECLARATIONS in the *Common*
Pleas. Never before published.

*On a Promissory NOTE against the
Drawer, at the Suit of an Indorsee.*

L O N D O N, to wit. *MM*, late of *London*, Merchant, was attached to answer unto *GM*, of a Plea of Trespass upon the Case, &c. And whereupon the same *G*, by *Daniel Reading* his Attorney, complains, That whereas the aforesaid *Moses*, on the twenty second Day of *May*, in the Year of our Lord One thousand seven hundred and thirty one, at *London*, in the Parish of the *Blessed Mary of the Arches*, in the Ward of *Cheap*, made his certain Note in Writing, subscribed with his proper Hand, called a *Promissory Note*, bearing Date the same Day and Year; and by the same Note, the same *Moses* promised to pay to one *WL*, by the Name of Mr. *William L*, or Order, on, or before the

Com. Pleas. fifth Day of *June* then next following, One thousand three hundred and sixteen Pounds, Value received. And whereas also the aforesaid *William L.*, afterwards, to wit, the first Day of *June*, in the Year aforesaid, at *London* aforesaid, in the Parish and Ward aforesaid, (the aforesaid Sum of Money in the Note aforesaid, or any Part thereof, not being paid) by a certain Indorsement on the Note aforesaid, subscribed with the proper Hand of him *William*, ordered the aforesaid *Moses* to pay the aforesaid Sum of Money, in the Note aforesaid mentioned, to the aforesaid *George* ; of which said Indorsement the same *Moses* afterwards, to wit, the same Day and Year last aforesaid, at *London* aforesaid, in the Parish and Ward aforesaid, had Notice, by which, and also by Force of the Statute in the like Case lately made and provided, the aforesaid *Moses* became and is charged and chargeable to pay to the aforesaid *George* the aforesaid Sum of One thousand three hundred and sixteen Pounds, in the Note aforesaid mentioned, according to the Tenor and Effect of the same Note and Indorsement aforesaid. And the aforesaid *Moses* being so as aforesaid thereof charged and chargeable, afterwards, to wit, the Day and Year last aforesaid, at *London* aforesaid, in the Parish and Ward aforesaid, in Consideration thereof, assumed upon himself, and then and there faithfully promised the same *George*, that he the same *Moses* would well and truly pay and content to the same *George* the aforesaid One thousand three hundred and sixteen Pounds, in the Note aforesaid mentioned, according
to

Declarations in Case.

165

to the Tenor and Effect of the same Note, Com. Pleas.
and the Indorsement aforesaid. And where-

as also the aforesaid *Moses* afterwards, to wit, the tenth Day of *June*, in the Year above-
said, at *London* aforesaid, in the Parish and Ward aforesaid, was indebted to the same *George* in Fifteen Hundred Pounds, lawful Money of this Kingdom, for so much Money, by him *George* for the aforesaid *Moses*, and at his special Instance and Request, before that Time laid out, expended, and paid; and the aforesaid *Moses* being so there-
of indebted, in Consideration thereof after-
wards, to wit, the same Day and Year last above-
said, at *London* aforesaid, in the Parish and Ward aforesaid, assumed upon himself, and then and there faithfully promised the same *George*, that he the same *Moses* would well and truly pay and content to the same *George*, the aforesaid Fifteen Hundred Pounds, when he should be thereof afterwards re-
quested. And whereas also the aforesaid

*Money lent and
borrowed.*

Moses, afterwards, to wit, the same Day and Year last above-
said, at *London* aforesaid, in the Parish and Ward aforesaid, was indebted to the same *George* in other Fifteen hundred Pounds, of like lawful Money, for so much Money by him *George*, to the same *Moses*, and at the special Instance and Request of him *Moses*, before then advanced and lent; and the aforesaid *Moses* so being thereof indebted, the same *Moses*, afterwards, to wit, the same Day and Year last above-
said, at *London* aforesaid, in the Parish and Ward aforesaid, in Consideration thereof, assumed upon himself, and then and there faithfully

Com. Pleas.

promised the same *George*, that he the same *Moses* would well and truly pay and content to the same *George* the aforesaid Fifteen Hundred Pounds last mentioned, when he should be thereof afterwards requested: Nevertheless, the aforesaid *Moses*, not at all regarding his several Promises and Assumptions aforesaid, but contriving, and fraudulently intending the same *George*, in this Behalf, craftily and subtilly to deceive and defraud, the aforesaid several Sums of Money, or any Part thereof, to the same *George* hath not paid, or any wise for the same contented, (although the aforesaid *Moses*, afterwards, to wit, the same Day and Year last abovesaid, at *London* aforesaid, in the Parish and Ward aforesaid, was requested so to do;) but hath hitherto altogether refused, and still doth refuse to pay, or any ways content him for the same. Whereupon the same *George* saith, that he is worse, and hath Damage to the Value of Fifteen hundred Pounds, and thereof he brings his Suit, &c.

*Upon a Promissory Note against the
Drawer, at the Suit of Partners.*

London, to wit. *S F*, late of *London*, Merchant, was attached to answer *S W*, *J W*, and *J H*, of a Plea of Trespass upon the Case, &c. And whereupon the same *S*, *J*, and *J*, by *D R*, their Attorney, complain, That whereas on the Thirty first Day of *October*, in the Year of our Lord One thousand seven hundred and thirty one, and long before, the aforesaid *S W* and Company, to wit, the

afore.

Declarations in Case.

167

Com. Pleas.

aforesaid *J W* and *J H*, were, and still are Partners, to wit, at *London*, in the Parish of the *Blessed Mary of the Arches*, in the Ward of *Cheap*. And whereas also the aforesaid (*Defendant*) after the first Day of *May*, in the Year of our Lord One thousand seven hundred and five, to wit, the aforesaid Thirty first Day of *October*, in the Year of our Lord, One thousand seven hundred and thirty one, made his certain Note in Writing, subscribed with his proper Hand, called a Promissory Note, bearing Date the same Day and Year ^{Note.} last aforesaid, and then and there delivered the same to the aforesaid (*Plaintiff*) and by the same Note the same (*Defendant*) promised to pay to the aforesaid (*Plaintiff*) (by the Name of *SW*, and Company) or Bearer, One Hundred eighty seven Pounds, upon the eighth Day of *November* next following, Value received; by Reason whereof, and also by Force of the Statute in such like Case lately made and provided, the same (*Defendant*) became, and is charged and chargeable to pay the aforesaid (*Plaintiff*) the aforesaid One Hundred and eighty seven Pounds, in the Note aforesaid contained, according to the Tenor and Effect of the same Note: And the aforesaid (*Defendant*) so being thereof as aforesaid charged and chargeable, afterwards, to wit, the same Thirty first Day of *October*, in the Year last aforesaid, at *London* aforesaid, in the Parish and Ward aforesaid, in Consideration thereof, assumed upon himself, and then and there faithfully promised the same (*Plaintiff*) that he the same (*Defendant*) would well and truly pay and satisfy to

Declarations in Case:

Com. Pleas. the same (*Plaintiff*) the aforesaid One Hundred and eighty seven Pounds, in the Note aforesaid contained, according to the Tenor and Effect of the same Note. And whereas also the said *S F*, afterwards, to wit, the same Day, Year, and Place aforesaid, was indebted to the said *SW*, *J W*, and *J H*, in other One Hundred and eighty seven Pounds, of like lawful Money, for the like Sum, by them the said *S W*, *J W*, and *J H*, before that Time, to the said *S F*, and at his special Instance and Request, lent and advanced; and being so indebted, the said *S F*, afterwards, to wit, the same Day, Year, and Place last mentioned, on himself assumed, and to the said *SW*, *J W*, and *J H*, then and there faithfully promised to pay them the said last mentioned Sum of One Hundred and eighty seven Pounds, when he should be thereto afterwards requested. Nevertheless, the said *S F*, his several Promises and Assumptions aforesaid, in Form aforesaid made, not in the least regarding, but contriving, and fraudulently intending the said *SW*, *J W*, and *J H*, in this Behalf, craftily and subrily to deceive and defraud, the said several Sums, or any Part thereof, to the said *SW*, *J W*, or *J H*, or either of them, hath not paid, or to them, or either of them, for the same contented; (although to do this, the said *S F*, afterwards, and after the Time for Payment of the Money mentioned in the said Note, became due, to wit, the Ninth Day of *November* aforesaid, at *London* aforesaid, in the Parish and Ward aforesaid, by the said *SW*, *J W*, and *J H*, and often since hath been

been thereto requested,) but the same to Com. Pleas. them, or either of them, to pay, or any wife content, he hath altogether refused, and still doth refuse, to the Damage of the said *SW*, *JW*, and *JH*, Two hundred Pounds; and therefore they bring their Suit, &c.

Upon a Promissory Note, at the Suit of an Indorsee, and upon a foreign Bill of Exchange.

London, to wit. *SF*, late of London, Merchant, was attached to answer *GM*, of a Plea of Trespass upon the Case, &c. And whereupon the same *G*, by *DR*, his Attorney, complains, That whereas the aforesaid *S*, after the first Day of May, in the Year of our Lord One thousand seven hundred and five, to wit, the twenty fourth Day of December, in the Year of our Lord One thousand seven hundred and thirty one, at London, in the Parish of the Blessed Mary of the Arches, in the Ward of Cheap, made his certain Note in Writing, subscribed with his proper Hand, called a Promissory Note, bearing Date the same Day and Year last abovesaid, and by the same Note, the same *S* promised to pay to one *CS*, by the Name of Mr. *CS*, or Order, Sixty Pounds, upon the fourth Day of January, then next, for Value received. And whereas also the aforesaid *CS* afterwards, to wit, the first Day of January, in the Year last abovesaid, at London aforesaid, in the

Com. Pleas. the Parish and Ward aforesaid, (the aforesaid Sum of Money in the Note aforesaid, or any Part thereof not being paid,) by a certain Indorsement upon the Note aforesaid, subscribed with the proper Hand of him C S, appointed the aforesaid S to pay the aforesaid Sum of Money in the Note aforesaid mentioned, to the aforesaid G; of which said Indorsement, the same S afterwards, to wit, the same Day, and Year last aforesaid, at *London* aforesaid, in the Parish and Ward aforesaid, had Notice: By which, and also by Force of the Statute in the like Case lately made and provided, the aforesaid S became, and is chargeable, and charged, to pay to the aforesaid G, the aforesaid Sum of sixty Pounds, in the Note aforesaid mentioned, according to the Tenor and Effect of the same Note, and the Indorsement aforesaid. And the aforesaid S being so thereof as aforesaid chargeable, and charged, afterwards, to wit, the Day and Year last aforesaid, at *London* aforesaid, in the Parish and Ward aforesaid, in Consideration thereof, assumed upon himself, and then and there faithfully promised the same G, that he, the same S, would well and truly pay, and satisfy to the same G, the aforesaid Sixty Pounds mentioned in the Note aforesaid, according to the Tenor and Effect of the same Note and Indorsement aforesaid. And whereas also, on the aforesaid twenty fourth Day of *December*, New Stile, (being the thirteenth Day of *December*, Old Stile,) in the Year of our Lord One thousand seven hundred

dred and thirty one, at *London* aforesaid, in the Parish and Ward aforesaid, the aforesaid *S* then and there residing, and exercising the Art of a Merchant, according to the Use and Custom of Merchants, made a certain Bill of Exchange, bearing Date the same Day and Year last aforesaid, signed and subscribed with the proper Hand of him *S*, and directed his same Bill of Exchange to one *Jasper F*, Merchant at *Bourdeaux*; and by the same Bill so directed, required the same *Jasper* at three Usances, (to wit, at the End of three Months then next following,) to pay at the House of *Messieur Pierre C* of *Paris*, Two thousand six hundred forty five Livres of *Tournay*, in Current Money, to the Order of *Messieur* the Count of *Sillery*, Value received, from the said *Messieur* the Count of *Sillery*, in Wines; and afterwards, to wit, the thirty first Day of *January*, New Stile, (being the twentieth Day of the same Month of *January* Old Stile,) in the Year of our Lord One thousand seven hundred and thirty one aforesaid, at *London* aforesaid, to wit, in the Parish and Ward aforesaid, according to the Custom of Merchants, the same *Jasper F* accepted, and subscribed the aforesaid Bill so made and directed: But the aforesaid *Jasper F*, at the End of the aforesaid three Months, nor at any Time before, or after, hath not hitherto paid, or satisfied to the aforesaid Count of *Sillery*, or his Order, the aforesaid Two thousand six hundred forty five Livres, nor any Part thereof,

Com. Pleas. thereof, although the aforesaid *Jasper*, at the End of three Months aforesaid, and often afterwards, by the said Count of *Sillery* was there required so to do, so as he, the same *Jasper*, according to the Form and Effect of the aforesaid Bill, ought to have paid. Whereupon the aforesaid Bill of Exchange, so as aforesaid made, directed, and accepted on, the ninth Day of *April*, according to the New Stile, (to wit, the twenty ninth Day of *March*, according to the Old Stile,) in the Year of our Lord One thousand seven hundred and thirty two, at *London* aforesaid, to wit, in the Parish and Ward aforesaid, in due Manner, according to the Use of Merchants, was protested for want of Payment thereof. And afterwards, and before the Payment of the aforesaid Two thousand six hundred forty five Livres mentioned in the aforesaid Bill, or of any Part thereof, to wit, the eighth Day of *May*, in the Year of our Lord One thousand seven hundred and thirty two aforesaid, at *London* aforesaid, in the Parish and Ward aforesaid, the aforesaid Count of *Sillery* by Indorsement subscribed with his proper Hand upon the Bill aforesaid, ordered the Contents of the aforesaid Bill to be paid to *Messieur William Gordon*, Value received; and the aforesaid *William* afterwards, and before Payment of the aforesaid Two thousand six hundred forty five Livres mentioned in the said Bill, or of any Part thereof, to wit, the same Day, Year, and Place last aforesaid, by another Indorsement subscribed

scribed with his proper Hand upon the Bill aforesaid, ordered the Contents of the Bill aforesaid, together with the Damages, Interest, and Costs, to be paid to the said *G*, by the Name of Mr. *George M*, or his Order, Value received, in Accompt. Of all which Premisses, the same *SF* afterwards, to wit, the same Day, and Year last aforesaid, at *London* aforesaid, in the Parish and Ward aforesaid, had Notice; by Means of which said Premisses, the aforesaid *SF*, according to the Custom of Merchants, became, and still is chargeable, and charged with the Payment of the aforesaid Two thousand six hundred and forty five Livres, with all Damages, Interest, and Costs, to the aforesaid *G*, by reason of the Non-payment thereof, according to the Form and Effect of the Bill of Exchange so as aforesaid accepted, protested, and indorsed, according to the Use and Custom of Merchants. And the same *S* so being liable, in Consideration of the Premisses afterwards, to wit, the tenth Day of *May*, in the Year of our Lord, One thousand seven hundred and thirty two, Old Stile, at *London* aforesaid, in the Parish and Ward aforesaid, assumed upon himself, and then and there faithfully promised the same *G*, that he, the same *S*, would well and truly pay, and satisfy to the same *G*, the aforesaid Two thousand six hundred and forty five Livres, with all Damages, Interest, and Costs, by Occasion of the Non-payment thereof, as aforesaid. And the same *G* further saith, That the afore-

Com. Pleas. aforeſaid Two thouſand ſix hundred forty five Livres in *Tournay* Money, are worth in *Britiſh* Money, Two hundred and ſixty Pounds; and that the Damages, Intereſt, and Coſts of him *G*, by reaſon of the Non-payment of the aforeſaid Bill of Exchange, amount to Fifty Pounds lawful Money of *Great Britain*, whereof the ſame *George*, the Day, Year, and Place laſt mentioned, gave Notice to the ſame *S*. And whereas alſo, the aforeſaid *S* afterwards, to wit, the

Money laid out, and paid. aforeſaid fourteenth Day of *May*, in the Year of our Lord One thouſand ſeven hundred and thirty two, at *London* aforeſaid, in the Pariſh and Ward aforeſaid, was indebted to the ſame *G*, in Five hundred Pounds lawful Money of *Great Britain*, for diverſe Sums of Money by the aforeſaid *G*, for the ſame *S*, and to his Uſe, and at the ſpecial Inſtance and Requeſt of him *S*, before then laid out, expended, and paid; and being ſo thereof indebted, the aforeſaid *S*, in Conſideration thereof, aſſumed upon himſelf, and faithfully promiſed the ſame *G*, the Day and Year laſt aboveſaid, at *London* aforeſaid, in the Pariſh and Ward aforeſaid, that he, the aforeſaid *S*, would well and truly pay, and ſatisfy to the ſame *G*, the aforeſaid Five hundred Pounds when he ſhould be thereof afterwards requeſted. And whereas alſo the aforeſaid *S* afterwards, to wit, the ſame fourteenth Day of *May*, in the Year of our Lord laſt aboveſaid, at *London* aforeſaid, in the Pariſh and Ward aforeſaid, was indebted to the aforeſaid *G* in other Two thouſand ſix hundred
 forty

forty five Livres of *Tournay*, to the Value Com. Pleas,
of other Two hundred and sixty Pounds,
lawful Money of *Great Britain*, for so much
Money of him *G*, and by the aforesaid *S*,
for the same *G*, and to his Use before
then had, and received. And being so
thereof indebted, the same *S*, in Consideration
thereof afterwards, to wit, the same
Day, and Year last aforesaid, at *London*
aforesaid, in the Parish and Ward aforesaid,
assumed upon himself, and then and
there faithfully promised the same *G*, that
he, the same *S*, would well and truly pay
and satisfy the same *G*, the last mentioned
Sum of Money, when the same should
be afterwards demanded of him. Yet the
aforesaid *S* no way regarding his several
Promises and Assumptions aforesaid, in Form
aforesaid made, but contriving, and fraudulently
intending the same *G* in this Behalf
craftily and subtilly to deceive and defraud,
hath not paid the aforesaid several
Sums of Money, or any Penny thereof, to
the same *G*, (although the aforesaid *S* afterwards,
to wit, the same Day and Year last aforesaid,
at *London* aforesaid, in the Parish and Ward
aforesaid, by the same *G* was required so to do,) but
hath hitherto altogether refused, and still doth
refuse to pay, or any ways content him for the
same, to the Damage of him *G*, Four hundred
Pounds; and therefore he brings his Suit, &c.

Upon

Upon a Foreign Bill of Exchange, accepted at the Suit of an Indorsee.

London, to wit. *William Wood*, late of London, Merchant, was attached to answer unto *Joshua Gee*, of a Plea of Trespass upon the Case, &c. And whereupon the same *Joshua*, by *D R* his Attorney, complains, That whereas on the fourteenth Day of *October*, in the Year of our Lord One thousand seven hundred and thirty one, and long before, and often afterwards, one *Giles Wheeler*, was a Merchant, and a Person residing and trading in Parts beyond Seas, to wit, at Saint *John's* in *Newfoundland*, and one *Joseph Greenway* and his Company, to wit, one *William Alloway*, *William Methwin*, *Nathaniel Galum*, *John Burridge*, *Samuel Cutherington*, and *George Belch*, and the aforesaid *William Wood* and *George Gee*, then, and for all the same Time were, and still are Merchants, residing and trading within this Kingdom, to wit, at London aforesaid, in the Parish of the *Blessed Mary of the Arches*, in the Ward of *Cheap*; and the same *Giles* being so residing and trading, the same *Giles* the same fourteenth Day of *October*, in the Year aforesaid, at Saint *John's* aforesaid, in Parts beyond Seas aforesaid, according to the Use and Custom of Merchants in that Case used and approved of, from the Time whereof the Memory of Man is not to the contrary, made three Bills of Exchange in Writing, for one and the

the same Sum of Money, to wit, the first, second, and third Bill of Exchange, bearing Date the same fourteenth Day of *October*, in the Year abovesaid, and directed the same Bills to the same *William Wood* then trading separately at *London* abovesaid, in the Parish and Ward abovesaid; and by the abovesaid second Bill of Exchange, requested the same *William Wood* to pay, or cause to be paid, to the said *Joseph* and Company then at *London* abovesaid, in the Parish and Ward abovesaid residing and trading, the Sum of One hundred and thirty Pounds, Value received, at forty Days after Sight of the same second Bill of Exchange, (his first, or third Bill of Exchange abovesaid not being paid.) And the same *Josbua* further saith, That afterwards, and before Payment, or Satisfaction of the abovesaid Sum of Money, in the abovesaid three Bills of Exchange, or any of them contained, to wit, the sixth Day of *September*, in the Year abovesaid, at *London* abovesaid, in the Parish and Ward abovesaid, the abovesaid *Joseph*, according to the Use and Custom of Merchants, by Indorsement with his proper Hand, and for himself and Company, by the Names of *Joseph Greenway* and Company, upon the same Bill of Exchange indorsed, appointed the Contents of the same second Bill of Exchange to be paid to the same *Josbua*, or Order, for Value received, of one *William Alloway*, (the same *Josbua* then trading at *London* abovesaid, in the Parish and Ward abovesaid,) and afterwards, to wit, the ninth

Declarations in Case.

Com. Pleas.

Day of *December*, in the Year abovesaid, at *London* abovesaid, in the Parish and Ward abovesaid, the same *Josbua* shewed to the abovesaid *William Wood*, the same second Bill of Exchange, and the abovesaid Indorsement thereupon: And the abovesaid *William Wood* upon sight of the same second Bill, and the Indorsement abovesaid, according to the abovesaid Use and Custom of Merchants, used from the Time whereof the Memory of Man is not to the contrary, then and there accepted the same second Bill of Exchange, to pay according to the Tenour thereof, (the abovesaid first and third Bills of Exchange, or any of them, not being then paid;) by which, and also by Force of the abovesaid Custom of Merchants in that Case used and approved of, from the Time whereof the Memory of Man is not to the contrary, the abovesaid *William Wood* became, and is chargeable, and charged, to pay to the same *Josbua*, the same Sum of Money in the same second Bill of Exchange mentioned, according to the Tenour and Effect of the same Bill and Indorsement abovesaid; and so being thereof charged, and chargeable, the same *William Wood* in Consideration thereof, afterwards, to wit, the same tenth Day of *December*, in the Year abovesaid, at *London* abovesaid, in the Parish and Ward abovesaid, assumed upon himself, and then and there faithfully promised the same *Josbua* to pay him the same Sum of Money contained in the same second Bill of Exchange, according to the Force and Effect

of

Declarations in Case.

179

of the same Bill and Indorsement aforesaid : Com. Pleas.
And whereas also (For Money laid out,
paid, and expended.) For Money borrowed
and lent, &c.

*For an Assignee of a Bankrupt, against
two Defendants, where one died be-
fore he pleaded.*

London, to wit. *Edmond Harvey*, late of
London, Timber-Merchant, and *Thomas Tom-
son*, late of London, Timber-Merchant, were
attached to answer unto *John Brassey*, *George
Caswall*, Knight, *William Chambers*, *Edward
Lascells*, *John Taylor*, *Robert Dunkey*, Knight,
and *John Evans*, Assignees of the Debts,
Goods, and Chattels of *William Arch*, and
Benjamin Robinson, Bankrupts, according to
the Form of the Statute lately made and
provided concerning Bankrupts, of a Plea
of Trespass upon the Case, &c. And where-
upon the same (*Plaintiffs*;) by *D R*, their
Attorney, complain, That whereas the a-
foresaid *Edmond* and *Thomas*, on the thir-
tieth Day of *April*, in the fifth Year of
the Reign of the Lord *George the Second*,
now King of *Great Britain*, &c. at *London*
aforesaid, in the Parish of the *Blessed Mary
of the Arches*, in the Ward of *Cheap*, were
indebted to the same (*Plaintiffs*;) being as
aforesaid, Assignees of the Debts, Goods,
and Chattels of the said *William Arch*, and
Benjamin Robinson, Bankrupts, as aforesaid,
in fifty nine Pounds lawful Money of this
Kingdom, by the aforesaid *Edmond* and *Tho-*

Declarations in Case.

Com. Pleas. *mas*, of the aforesaid *William Arch*, and *Benjamin Robinson*, before that Time borrowed, had, and received ; and being so thereof indebted, afterwards, to wit, the same thirtieth Day of *April*, in the fifth Year aforesaid, at *London* aforesaid, in the Parish and Ward aforesaid, the aforesaid *Edmond* and *Thomas* in Consideration thereof assumed upon themselves, and then and there faithfully promised the same (*Plaintiffs*,) that they, the aforesaid *Edmond* and *Thomas*, would well and truly pay, and satisfy to the same (*Plaintiffs*,) the same fifty nine Pounds when the same should be afterwards demanded of them : And whereas also the aforesaid *Edmond* and *Thomas* afterwards, to wit, the same thirtieth Day of *April*, in the fifth Year aforesaid, at *London* aforesaid, in the Parish and Ward aforesaid, have accompted together with the aforesaid (*Plaintiffs*,) being as aforesaid, Assignees of the Debts and Chattels of the aforesaid *William Arch*, and *Benjamin Robinson*, being Bankrupts as aforesaid, of, and concerning several Sums of Money to the same (*Plaintiffs*,) being as aforesaid Assignees of the Debts, Goods, and Chattels of the aforesaid *William Arch*, and *Benjamin Robinson*, the Bankrupts, before that Time owing, and then being in arrear and unpaid. And upon that Account, the aforesaid *Edmond* and *Thomas* were then and there found in Arrear towards the same (*Plaintiffs*,) as Assignees aforesaid, in Forty eight Pounds sixteen Shillings and Six-pence, of like lawful Money ; and so being thereof in Arrear,

Declarations in Case.

181

Com. Pleas.

rear, the aforesaid *Edmond* and *Thomas* afterwards, to wit, the same thirtieth Day of *April*, in the Year aforesaid, at *London* aforesaid, in the Parish and Ward aforesaid, in Consideration thereof assumed upon themselves, and then and there faithfully promised the same (*Plaintiffs*,) that they, the aforesaid *Edmond* and *Thomas*, would well and truly pay, and satisfy to the aforesaid (*Plaintiffs*,) the same forty eight Pounds sixteen Shillings and Six-pence, when they should be thereof afterwards requested: Yet the aforesaid *Edmond* and *Thomas* in no wise regarding their several Promises and Assumptions aforesaid, but contriving, and fraudulently intending the aforesaid (*Plaintiffs*,) in this Behalf, craftily and subtilly to deceive and defraud, have not paid, nor hath either of them paid the aforesaid several Sums of Money, or any Penny thereof, to the same (*Plaintiffs*,) or any of them, (although to do this, the aforesaid *Edmond* and *Thomas* afterwards, to wit, the same Day, Year, and Place aforesaid, and often since, by the said (*Plaintiffs*,) have been requested;) but have hitherto altogether refused, and still do refuse to pay the same (*Plaintiffs*,) or any way satisfy them for the same, to the Damage of them (*Plaintiffs*,) fifty nine Pounds; and thereof they bring their Suit, &c.

And the aforesaid *Edmond* and *Thomas*, *Imparlanee*.
by *J P* their Attorney, come and defend the Force and Injury, when and where, and as this Court shall think fit, and pray thereof Licence of Imparling here, until in the

Com. Pleas. *O**ctaves* of Saint *Hilary*, and it is granted ; the same Day is given to the aforesaid (*Plaintiffs*) here, &c. at which Day came here as well the aforesaid (*Plaintiffs*) by their Attorney aforesaid, as the aforesaid *Edmond Harvey*, by the aforesaid *J P* his Attorney, before which said Day the aforesaid *Thomas Thomson* died : And upon this, the aforesaid (*Plaintiffs*,) according to the Form of the Statute, pray, that the aforesaid *Edmond Harvey* may answer to the Declaration aforesaid : And the aforesaid *Edmond*, by his Attorney aforesaid, defends the Force and Injury, when and where, and as this Court shall think fit, and saith, That he, and the aforesaid *Thomas Thomson* in his Life-time, did not assume upon themselves in Manner and Form so as the aforesaid (*Plaintiffs*) above, against him, and the aforesaid *Thomas Thomson*, complain ; and of this puts himself upon the Country. And the aforesaid (*Plaintiffs*) likewise, &c.

Upon a Policy of Assurance.

London, to wit. *Robert Hawkshaw*, late of *London*, Merchant, was attached to answer unto *John Evans*, of a Plea of Trespass upon the Case, &c. And whereupon the same *John*, by *DR* his Attorney, complains, That whereas, on the seventh Day of *September*, in the Year of our Lord One thousand seven hundred and thirty one, at *London* aforesaid, in the Parish of the *Blessed Mary of the Arches*, in the Ward of *Cheap*, he, the same *John Evans*, according to the Use and Custom

Custom of Merchants, caused to be made a certain Writing of Assurance, called a *Policy of Assurance*; in which said Writing is contained, that the aforesaid *John*, as well in his own proper Name, as for, and in the Name, and Names of all, and every other Person or Persons, to whom the same belongeth, or may belong in Part, or in all, made an Assurance, and caused himself and them, and every of them, to be assured, lost, or not lost, at, and from *New England*, to *Alicant* and *London*, upon any Kind of Goods and Merchandizes; and also upon the Body, Tackle, Apparel, Ordnance, Ammunition, Artillery, Boat, and other Stores of, and in the good Ship called the *Eagle Galley*, of the Burthen of one hundred Tun or thereabouts; whereof the aforesaid *John Evans* was Master for that present Voyage, or wherever else he should go for Master in the said Ship, or by whatsoever other Name, or Names the same Ship, or the Master thereof was, or should be named, or called, beginning the Adventure upon the said Goods and Merchandizes, upon putting the same aboard the same Ship at *New England*. And upon the same Ship, &c. at its Arrival there, and so should continue and remain, during his Stay there, upon the said Ship, &c. And further, until the said Ship, with all its Ordnance, Tackle, Furniture, &c. and the Goods and Merchandizes whatsoever, should be arrived at *Alicant*, and during their Stay there upon the said Ship, and upon the Goods, until they should be there discharged, and

Com. Pleas. to begin the Adventure upon such Goods, as should be upon the said Ship at *Alicant* : And further, until the said Ship and Goods should arrive at *London*, and upon the Ship, &c. whilst she should stay at Anchor four and twenty Hours in Safety ; and upon the Goods and Merchandizes whilst the same should be unloaded and landed, safe on Shoar ; and it should be lawful for the said Ship, &c. to proceed, and sail in that Voyage, and to touch at, and stay in any Ports, or Places whatsoever, without Prejudice to that Assurance of the said Ship, Goods, or Merchandizes, for so much as concerned the Assured, by the Agreement made between the Assured, and Assurers, in that Policy should, and were to be valued at, and assured, should not be liable to make Proof of his Interest, without further Account to be given by the Assured for the same, touching the Adventure : And the Dangers which they the Assurers were content to bear and undertake upon them in that Voyage, were of the Seas, Men of War, Fire-Ships, Pirates, Rovers, Jetrisons, Letters of Mart, and Contramart, Taking at Sea, Arrests, Restraints, and Detentions of all Kings, Princes, and People, of what Nation, Condition, or Quality soever ; Barratry, Master, and Sailors, and of all other Dangers, Damages, and Misfortunes which had come, or should come, to the Hurt, Detriment, or Damage of the said Goods, Merchandizes, and Ship, &c. or any Part of the same. And in Case of any Loss, or Misfortune, it should be lawful for the Assured,

Assured, their Factors, Servants, and Assigns to follow, labour, and travel for, in, and about the Defence, Safety, and Recovery of the said Goods and Merchandizes, and Ship, &c. or any Part of the same, without Prejudice to that Assurance: To which Charge, they, the Assurers, are each of them willing to contribute, according to the Rate and Quantity of his Sum thereby assured: And it was agreed by the same Writing, by them the Assurers, that *that* Writing of Assurance should be of as much Force and Effect as the surest Writing, or Policy of Assurance before then made in *Lombard-Street*, or on the *Royal Exchange*, or elsewhere in *London*: And so they the Assurers were content, and thereupon promised and obliged themselves, and every of them for his proper Part, his Heirs, Executors, and Goods to the Assured, their Executors, Administrators, and Assigns, for the true Performance of the Premises, confessing themselves paid the Consideration due for that Assurance by *Thomas Boddington* of *London*, Merchant, at, and according to the Rate of four Pounds in the Hundred; and in Case of Loss, to deduct ten Pounds in the Hundred, as by the same Writing of Assurance more fully appears: And the same *John Evans* saith, That afterwards, to wit, the same Day and Year abovesaid, at *London* abovesaid, in the Parish and Ward abovesaid, the same *Robert* had Notice of the Writing of Assurance abovesaid; and then, and there, in Consideration that the same *Thomas Boddington*, upon the Account
of

Com. Pleas.

Declarations in Case.

Com. Pleas. of the aforefaid *John Evans*, at the ſpecial Inſtance and Requeſt of him *Robert*, then and there had paid to the aforefaid *Robert*, the Sum of ten Pounds then, and there ſubſcribed the ſame Writing of Aſſurance, and became Aſſurer according to the Tenour of that Writing, for One hundred Pounds, the Conſideration thereof, then and there aſſumed upon himſelf, and then and there faithfully promiſed the ſame *John Evans*, that he, the ſame *Robert*, would well and truly perform all and ſingular the Agreements aforefaid in the Writing aforefaid mentioned, on the Part of the Aſſurers to be performed, as to the aforefaid One hundred Pounds: And the ſame *John Evans* avers, that the Ship aforefaid, with diverſe Goods and Merchandizes of him *John* loaded upon the ſame, on the twentieth Day of *Auguſt* laſt mentioned, departed from *New England* on her Voyage in the Writing aforefaid mentioned; and afterwards, to wit, the thirtieth Day of *September* in the ſame Year, arrived at *Alicant* aforefaid, in the Kingdom of *Spain*, with the Goods and Merchandizes aforefaid: And that the Ship aforefaid, being at *Alicant* aforefaid, by Order of the King of *Spain*, and againſt the Will of him *John*, was there arreſted, reſtrained, and detained; and afterwards, by Order of the ſame King of *Spain*, was uſed in the Buſineſs of the ſame King, until that Ship, by certain Men of War, Enemies of the ſaid King of *Spain*, was taken, and made a Prey, and wholly loſt, and became of no Value to the aforefaid *John*. Of all which

which said Premisses the same *Robert* afterwards, to wit, the first Day of *January*, in the Year of our Lord One Thousand seven hundred and thirty one, at *London* aforesaid, in the Parish and Ward aforesaid, had Notice, and then and there was requested to pay to the same *John Evans*, Ninety Pounds, deducting Ten Pounds, Parcel of the aforesaid One Hundred Pounds, so as aforesaid assured: And whereas also the aforesaid *Robert*, afterwards, to wit, the aforesaid first Day of *January*, in the Year last aforesaid, at *London* aforesaid, in the Parish and Ward aforesaid, was indebted, &c. (*For Monies had and received, &c.*)

Upon several Promissory Notes, signed by the Agent of the Defendant, at the Suit of an Assignee of a Bankrupt.

London, to wit. *Theobald Butler*, late of *London*, Merchant, was attached to answer unto *Nehemiah Eastman*, *R. M.*, and *John Dubourg*, Assignees of the Debts, Goods, and Chattels of *D M* and *A S*, Bankrupts, according to the Form of the Statute lately made and provided, concerning Bankrupts, of a Plea of Trespass upon the Case: And whereupon the same (*Plaintiffs*) by *D R*, their Attorney, complain, That whereas the aforesaid *D* and *A*, at the Time of the making the several Promissory Notes hereafter mentioned, were in Company and Partners in the Trade of Merchandizing, one *R B*, after the first Day of *May*, in the Year of our Lord
One

Com. Pleas. One Thousand seven hundred and five, to wit, the eighteenth Day of *August*, in the Year of our Lord One Thousand seven hundred and thirty one, then being Agent of the aforesaid (*Defendant*) then being a Merchant, and by him (*Defendant*) usually intrusted to make and sign Promissory Notes for the Payment of Money for him the aforesaid (*Defendant*) at *London* aforesaid, in the Parish of the *Blessed Mary of the Arches*, in the Ward of *Cheap*, made a certain Promissory Note in Writing, subscribed with the proper Hand of the aforesaid *R B*, bearing Date the same Day and Year last aforesaid; and by the same Note promised to pay to the aforesaid *D* and *A*, by the Name of Messieurs *M*, and Company, or Order, Two Hundred Pounds Sterling, three Months and fifteen Days after Date of the same Note, Value received for his Master, the said (*Defendant*) by Reason whereof, and also by Force and Vertue of the Statute in the like Case lately made and provided, the same (*Defendant*) ought to be charged, and was liable to pay to the same *D* and *A* the aforesaid Two Hundred Pounds, in the Note aforesaid mentioned, according to the Tenour and Effect of the said Note; and being so liable to the Payment thereof, the same (*Defendant*) in Consideration thereof afterwards, to wit, the Ninth Day of *May*, in the Year of our Lord One Thousand seven hundred and thirty two, at *London* aforesaid, in the Parish and Ward aforesaid, assumed upon himself, and then and there faithfully promised the same (*Plaintiff*) to pay them the aforesaid Two Hundred Pounds,

in

in the Note aforesaid mentioned, when he should be thereof afterwards requested : And whereas also afterwards, and after the aforesaid first Day of *May*, in the Year of our Lord One Thousand seven hundred and five, to wit, the aforesaid eighteenth Day of *August*, in the Year of our Lord One Thousand seven hundred and thirty one, he the said *R B*, then being Agent of the aforesaid (*Defendant*) and by him usually intrusted to sign Promissory Notes for the same (*Defendant*) for Payment of the Money mentioned in the same, to the Person or Persons therein named, at *London* aforesaid, in the Parish and Ward aforesaid, made a certain other Promissory Note in Writing, subscribed with the proper Name of the aforesaid *R B*, bearing Date the same Day and Year last aforesaid, and by the same Note promised to pay to the aforesaid *D* and *A*, by the Name of Messieurs *M* and Company, or Order, One Hundred forty three Pounds Sterling, three Months and fifteen Days after Date of the same Note, Value received, for his Master the said (*Defendant*) by reason whereof, and by Force of the Statute in such like Case lately made and provided, the same (*Defendant*) became liable to pay to the same *D* and *A* the aforesaid One Hundred forty three Pounds, in the aforesaid last mentioned Note contained, according to the Tenour and Effect thereof ; and being so chargeable with the Payment thereof, the same (*Defendant*) in Consideration thereof afterwards, to wit, the aforesaid ninth Day of *May*, in the Year of our Lord One thousand seven hundred and thirty two
above-

Declarations in Case.

Com. Pleas. abovesaid, at *London* abovesaid, in the Parish and Ward abovesaid, assumed upon himself, and then and there faithfully promised the same (*Plaintiffs*) to pay them the abovesaid One Hundred forty three Pounds, in the same Note mentioned, when he should be thereof requested: And whereas also afterwards, and after the abovesaid first Day of *May*, in the Year of our Lord One Thousand seven hundred and Five, to wit, the abovesaid eighteenth Day of *August* in the Year of our Lord One Thousand seven hundred and thirty one abovesaid, the abovesaid *R B*, then being Agent of the abovesaid (*Defendant*) and by him usually intrusted to sign Promissory Notes for him the abovesaid (*Defendant*,) for Payment of the Money in the same mentioned, to the Person or Persons therein named, at *London* abovesaid, in the Parish and Ward abovesaid, made one other Promissory Note in Writing, subscribed with the proper Hand of the abovesaid *R*, bearing Date the same Day and Year last abovesaid, and by the same Note promised to pay to the abovesaid *D* and *A*, by the Name of Messieurs *M* and Company, or Order, One Hundred seventy one Pounds Sterling, Value received for his Master the said (*Defendant*) six Months and fifteen Days after Date of the same Note, by reason whereof, and by Force of the Statute in such like Case lately made and provided, the same (*Defendant*) ought to be charged and was liable to pay to the same *D* and *A* the abovesaid One Hundred seventy one Pounds in the last mentioned Note abovesaid contained, according to the Tenour and Effect

fect of the same Note, and being so liable, Com. Pleas,
the same (*Defendant*) in Consideration there-
of afterwards, to wit, the aforesaid ninth
Day of *May*, in the Year of our Lord One
Thousand seven hundred and thirty two a-
bovesaid, at *London* aforesaid, in the Parish
and Ward aforesaid, assumed upon himself,
and then and there faithfully promised the
same (*Plaintiffs*) to pay them the aforesaid
One Hundred seventy one Pounds, in the
Note aforesaid mentioned, when he should
be thereof afterwards requested: And where-
as also the aforesaid (*Defendant*) afterwards,
to wit, the same Day and Year last abovesaid,
at *London* aforesaid, in the Parish and Ward
aforesaid, was indebted to the same (*Plain- Goods sold and
tiffs*) being as aforesaid Assignees of the Debts delivered.
of the aforesaid *D* and *A*, the Bankrupts, in
Six Hundred ninety five Pounds, lawful Mo-
ney of this Kingdom, for diverse Goods,
Wares, and Merchandizes of the aforesaid
D and *A*, and by them *D* and *A* to the same
(*Defendant*) at his Instance, before, then sold
and delivered; and being so thereof indebted,
the aforesaid (*Defendant*) afterwards, to wit,
the same Day, Year, and Place last abovesaid,
in Consideration thereof, assumed upon him-
self, and then and there faithfully promised
the same (*Plaintiffs*) to pay them the aforesaid
Six Hundred ninety five Pounds, when
he should be thereto afterwards required.
And whereas also the aforesaid (*Defendant*) *What they were*
afterwards, to wit, the same Day, Year, and *worth.*
Place last abovesaid, in Consideration that the
aforesaid *D* and *A*, at the Request of him
(*Defendant*) before that Time had, sold, and
de-

Declarations in Case.

Com. Pleas.

delivered to the same (*Defendant*) divers^s other Goods, Wares, and Merchandizes of them *D* and *A*, assumed upon himself, and then and there faithfully promised the same (*Plaintiffs*) being as aforesaid Assignees of them *D* and *A*, the Bankrupts, to pay them so much Money as the Goods, Wares, and Merchandizes aforesaid last mentioned, at the Time of the Sale and Delivery of the same, were reasonably worth: And the same (*Plaintiffs*) aver, That the last mentioned Goods, Wares, and Merchandizes, at the Time of the Sale and Delivery of the same, were reasonably worth one other Sum of Six Hundred fifty nine Pounds, lawful Money, to wit, at *London* aforesaid, in the Parish and Ward aforesaid, whereof the aforesaid (*Defendant*) had then and there Notice; yet the aforesaid (*Defendant*,) not at all regarding his several Promises and Assumptions aforesaid, in Form aforesaid made, &c.

*Upon a Bill of Exchange, accepted only
by a verbal Acceptance.*

Middlesex, to wit. *J G*, late of *Westminster*, in the County aforesaid, Gentleman, was attached to answer unto *H H*, of a Plea of Trespass upon the Case, &c. And whereupon the same *H*, by *D R*, his Attorney, complains, That whereas on the Twenty seventh Day of *September*, in the Year of our Lord One Thousand seven hundred and thirty one, and long before and after, one *John Lord*, lately deceased, was residing and

negotiating the Business of a Merchant, at the Town of *Southampton*, in the County of the same Town, within this Kingdom; and the same *J. Lord* being so residing and negotiating, the same *J. Lord*, on the same Twenty seventh Day of *September*, in the Year above said, at the Town of *Southampton* above said, according to the Use and Custom of Merchants, in that Case there used and approved, from the Time whereof the Memory of Man is not to the contrary, made a certain Bill of Exchange in Writing, subscribed with his proper Hand, bearing Date the same Twenty seventh Day of *September*, in the Year above said, and then and there directed the same Bill to the same *J G*, then at *Westminster* above said residing, trading, and merchandizing, and by the above said Bill required the same *J G* to pay to one *N K*, then at *Southampton* above said residing, trading, and merchandizing, or Order, the Sum of Fifty Pounds, for Value received of him, upon Account of the above said *J Lord*: And the same *H* further saith, That afterwards, and before Payment or Satisfaction of the above said Sum of Money, in the same Bill contained, to wit, the same Twenty seventh Day of *September*, in the Year of our Lord above said, at the Town of *Southampton* above said, the above said *N*, to whom or whose Order the above said Money, in the same Bill mentioned, was to be paid, according to the above said Use and Custom of Merchants in that Case, for the Time above said, there used and approved, by Indorsement indorsed, with his proper Hand, upon the same Bill of Exchange,

Com. Pleas.

appointed the Contents of the same Bill to be paid to the same *H*, or Order, then at *London*, in the Parish of the *Blessed Mary of the Arches*, in the Ward of *Cheap*, residing, trading, and trafficking : And the aforesaid *H* further saith, That afterwards, to wit, the Fifth Day of *January*, in the Year aforesaid, he the same *H*, at *Westminster* aforesaid, shewed the same Bill of Exchange, so as aforesaid indorsed, to the aforesaid *J G*, and then and there required the same *J G* to accept the Bill aforesaid, and pay to the same *H* the aforesaid Fifty Pounds, in the Bill aforesaid mentioned, according to the Tenour of the same Bill and Indorsement aforesaid ; and the aforesaid *J G*, upon Sight of the same Bill, according to the aforesaid Use and Custom of Merchants, from the whole Time aforesaid used and approved, then and there accepted the same Bill, to pay to the same *H*, according to the Tenour of the same Bill, and the Indorsement aforesaid thereupon, whereby, and also by Force of the aforesaid Custom of Merchants, from the whole Time aforesaid used and approved, the aforesaid *J G* became, and is chargeable and liable to pay to the same *H* the aforesaid Sum of Fifty Pounds, in the same Bill of Exchange mentioned, according to the Tenour and Effect of the same Bill and Indorsement aforesaid ; and being so thereof charged and chargeable, the same *John*, in Consideration thereof afterwards, to wit, the same Fifth Day of *January*, in the Year aforesaid, at *Westminster* aforesaid, assumed upon himself, and then and there faithfully promised the same *H*, to pay him

him the same Sum of Fifty Pounds, in the same Bill of Exchange contained, according to the Tenour of the same Bill and Indorsement aforesaid : And whereas also the aforesaid *J G, &c.* (*For Money laid out, expended, and paid;*) (*and for Money borrowed and lent.*)

Upon a foreign Bill of Exchange accepted.

London, to wit. *James Paisfield*, late of London, Merchant, was attached to answer unto *Samuel Rowe*, of a Plea of Trespass upon the Case, &c. And whereupon the same *Samuel*, by *D R*, his Attorney, complains, That whereas *Christopher Hanbury*, the aforesaid *James Paisfield* and *Amos Paisfield*, on the Twentieth Day of *March*, in the Year of our Lord One Thousand seven hundred and thirty, New Stile, according to the Computation used in the Kingdom of *Italy*, being the Ninth Day of *March*, in the Year of our Lord One Thousand seven hundred and thirty, according to the Computation used in the Southern Part of *Great Britain*, called *England*, at *Leghorn*, in Parts beyond Seas aforesaid, according to the Use and Custom of Merchants used and approved of, from the Time whereof the Memory of Man is not to the contrary, made a certain Bill of Exchange in Writing, bearing Date the same Twentieth Day of *March*, in the Year of our Lord One Thousand seven hundred and thirty, New Stile, abovesaid, and directed the same Bill to the same *James Paisfield*, Merchant, at *London* aforesaid, and by the aforesaid Bill of

Com. Pleas.

Exchange required the same *James*, Three Months after Date of the same Bill of Exchange, to pay, by Exchange aforesaid, to *Nathaniel Cooper*, and *Abraham Joy*, by the Names of Messieurs *Cooper* and *Joy*, or Order, One Thousand effectual Dollars, at Fifty two Pence and three Farthings Sterling per Dollar, Value exchanged, in the proper Hands of them *Christopher Hanbury*, *James Paisfield*, and *Amos Paisfield*, and place it to Accompt, as by Advice from the aforesaid *Christopher Hanbury*, *James Paisfield*, and *Amos Paisfield*. And the same *Samuel* further saith, That afterwards, and before Payment or Satisfaction of the aforesaid Sum of Money, in the Bill of Exchange aforesaid contained, to wit, the Tenth Day of *April*, in the Year of our Lord One Thousand seven hundred and thirty one, at *London*, in the Parish of the *Blessed Mary of the Arches*, in the Ward of *Cheap*, the aforesaid *Nathaniel* and *Abraham*, according to the Use and Custom of Merchants, by Indorsement indorsed with the proper Hands, by the Names of *Nathaniel Cooper* and *Abraham Joy*, upon the same Bill of Exchange, appointed the Contents of the same Bill of Exchange to be paid to the same *Samuel*, or Order: And afterwards, to wit, the Thirteenth Day of *April*, in the Year of our Lord last aforesaid, at *London* aforesaid, in the Parish and Ward aforesaid, the same *Samuel* shewed to the aforesaid *James* the same Bill of Exchange, and Indorsement thereupon; and the aforesaid *James*, upon Sight of the same Bill of Exchange, and Indorsement aforesaid, according to the aforesaid

saïd Use and Custom of Merchants used, (from which Time the Memory of Man is nor) then and there accepted the same Bill of Exchange, to pay, according to the Tenour and Effect thereof; by which, and also by Force of the aforesaid Custom of Merchants used and approved of, from the Time whereof the Memory of Man is not to the contrary, the aforesaid *James* became, and is chargeable and charged to pay to the same *Samuel* the same Sum of Money mentioned in the same Bill of Exchange, according to the Tenour and Effect of the same Bill and Indorsement aforesaid, and being so thereof charged and chargeable, the same *James*, in Consideration aforesaid, afterwards, to wit, the same Thirteenth Day of *April*, in the Year last aforesaid, at *London* aforesaid, in the Parish and Ward aforesaid, assumed upon himself, and then and there faithfully promised the same *Samuel*, to pay him the same Sum of Money, in the same Bill of Exchange contained, according to the Form and Effect of the same Bill and Indorsement aforesaid. And whereas also, &c. (*For Money borrowed and lent,*) (*for Money laid out, and paid.*)

For building up a Shed, which stopped the Light.

London, to wit. *Thomas Underwood*, late of *London*, Painter, was attached to answer unto *Thomas Wharton* of a Plea of Trespas upon the Case, &c. And whereupon the same *Thomas Wharton*, by *D R*, his

Com. Pleas. Attorney, complains, That whereas the same (*Plaintiff*,) on the twenty fifth Day of *September*, in the Year of our Lord One Thousand seven hundred and thirty one, and always afterwards, hitherto was possessed, and still is possessed of, and, in one ancient Messuage, with the Appurtenances, situate, and being in the Parish of Saint *Benedict Gracechurch*, in the *Bridge-Ward*, *London*; in which said Messuage, the same (*Plaintiff*) with his Family then and there, continually afterwards hitherto hath dwelt, and still doth dwell. And whereas the as resaid (*Defendant*,) the same twenty fifth Day of *September*, in the Year abovesaid, and always afterwards hitherto was, and still is possessed of a certain Yard, or Parcel of Land, and of a certain Shed in the same Yard, or Parcel of Land erected, with the Appurtenances, situate, and being in the Parish of Saint *Andrew Hubbard*, in the Ward of *Billingsgate* to the same Messuage on the East-Part near, and contiguously adjoining. And whereas also on the same twenty fifth Day of *September*, in the Year abovesaid, from the Time whereof the Memory of Man is not to the contrary, one ancient Window was in the East Part and Parcel of the Messuage aforesaid, looking towards the Yard, or Parcel of Land aforesaid, of the aforesaid (*Defendant*;) by which said Window, the wholesome Air and clear Light, from the same twenty fifth Day of *September*, in the Year abovesaid, and from the whole Time aforesaid, did enter into, and go in, and were used and

accustomed to enter into, and go into that Messuage, the said Shed in the mean Time not hindring, to the great Advantage, Comfort and Delight of the Inhabitants of the Messuage aforesaid, the aforesaid (*Defendant*) being so possessed as aforesaid, of the Yard, or Parcel of his Ground aforesaid, and the same (*Plaintiff*) of his Messuage and Window, together with their Commodities aforesaid, so being as aforesaid likewise possessed. The aforesaid (*Defendant*) not ignorant of the Premises, but fully knowing the same, and contriving and fraudulently intending the same (*Plaintiff*) greatly to oppress, and him the (*Plaintiff*) to deprive of the Air and Light, which into his Messuage aforesaid were used and accustomed to be brought in, and enter into, in, and by the Window aforesaid, and the Messuage aforesaid to stop up with horrid Darknels, on the aforesaid twenty eighth Day of *September*, in the Year above said, at the Parish of Saint *Andrew Hubbard* aforesaid, in the aforesaid Ward of *Billingsgate*, erected, and raised up the aforesaid Shed, in so much on the aforesaid Yard, or Parcel of Ground of the aforesaid (*Defendant*), near to the said ancient Messuage of the aforesaid (*Plaintiff*), and that so erected and raised from the aforesaid twenty fifth Day of *September*, in the Year above said, until the Day of obtaining the Original Writ of him (*Plaintiff*), hath then and there continued; so that by the Shed aforesaid, so by him (*Defendant*), higher erected and contrived, the Window aforesaid, on the said

Declarations in Case.

Com. Pleas. twenty fifth Day of *September*, in the Year aboveſaid, and always afterwards, until the Day of obtaining the Original Writ aforeſaid, was more obſcured and darkned, by which the ſame (*Plaintiff*) hath for the whole Time aboveſaid, totally loſt the whole Profit and Benefit of the aforeſaid Window and Light, and all the Comfort and Delight which he uſed to enjoy by their entering into, in, and by the ſame Window. Wherefore he ſaith that he is the worſe, and hath Damage to the Value of One hundred Pounds; and thereof brings his Suit, &c.

For Deſaming a Man.

London, to wit. *Phineas Bell*, late of *London*, Broker, was attached to answer unto *John Reynolds* of a Plea of Treſpaſs upon the Caſe, &c. And whereupon the ſame *John*, by *DR* his Attorney, complains, That whereas the ſame *John Reynolds*, on the ſixteenth Day of *Auguſt*, in the fifth Year of the Reign of the Lord the now King, and for ſeveral Years before then laſt paſt, and always afterwards hitherto was a *Dry Salter*, and the Art and Myſtery of a *Dry Salter* for that Time at *London* aforeſaid, uſed with his utmoſt Skill, in exerciſing that Art: And in uſing diverſe Goods from diverſe Perſons, as well upon his Credit, as for ready Money, during the Time aforeſaid he had bought and ſold, and ſo upon his Credit from Time to Time, well, truly, and ſeaſonably, had paid
and

and delivered, and behaved himself in all his Contracts, Dealings, and Businesses whatsoever, honest, true, and just, and for that Reason easily gained to himself the good Opinion, Report, and Esteem of all those with whom he had any Dealings. And whereas also the said *John Reynolds*, on the said sixteenth Day of *August*, in the fifth Year abovesaid, at *London* abovesaid, had a certain Discourse with one *John Freebody*, of, and concerning the buying from the said *John Freebody*, by the abovesaid *John Reynolds*, a certain great Quantity of Logwood, which said Logwood, the said *John Reynolds* chiefly uses in his Trade abovesaid, to wit, sixty eight Tons of the Logwood abovesaid, or thereabouts, which he, *John Freebody*, then had to himself. And whereas also the said *John Reynolds*, then and there offered a great Price to the said *John Freebody* for his Logwood abovesaid, to wit, Eleven Pounds ten Shillings for every Ton of Logwood abovesaid; and whereas he had near agreed for the Logwood abovesaid, yet the abovesaid *Phineas Bell* not ignorant of the Premises, but fully knowing all those Things, and contriving, and maliciously intending, the good Fame and Esteem of the abovesaid *John Reynolds* as much as he could to hurt, and him *John Reynolds*, of the Profit and Benefit which he by the abovesaid Agreement, which he was to have compleated with the said *John Freebody*, to take away and deprive, and to bring all the same to another, on the said sixteenth Day of *August*, in the Year abovesaid, at *London* abovesaid,

to

Declarations in Case.

Com. Pleas. to wit, in the Parish of the *Blessed Mary of the Arches*, in the Ward of *Cheap*, then and there having Discourse with the said *John Freebody*, of the said *John Reynolds*, and of the Logwood aforesaid of the said *John Freebody*, and of the Price, which he, *John Reynolds*, promised to the said *John Freebody* for his Logwood aforesaid, in the Presence and Hearing of many faithful Subjects of him the Lord the King, of the said *John Reynolds*, and the State of his Circumstances, spoke to, and admonished the said *John*, falsely, fictitiously, maliciously, and openly, and publickly, in these following Words: I, (meaning the aforesaid *Phineas Bell*, the now *Defendant*,) advise you, (meaning the aforesaid *John Freebody*,) to take Care of your self, for if he, (meaning the said *John Reynolds*,) the now (*Plaintiff*,) get your Wood, (meaning the aforesaid Logwood,) you, (meaning the aforesaid *John Freebody*,) may get your Money as you (meaning the aforesaid *John Freebody*,) can ; for I, (meaning the aforesaid *Phineas Bell*,) know that he, (meaning the aforesaid *John Reynolds*, the now *Plaintiff*,) hath not Money to pay you ; (meaning the aforesaid *John Freebody* ;) for I, (meaning the aforesaid *Phineas Bell*,) know him, (meaning the aforesaid *John Reynolds*,) better than you, (meaning the aforesaid *John Freebody*.) And also the aforesaid *Phineas Bell*, out of his further Malice towards the aforesaid *John Reynolds*, and him to injure and prejudice in Form aforesaid, afterwards, to wit, the same sixteenth Day of *August*, in the fifth Year abovesaid, at the

the Parish and Ward aforesaid, the same Com. Pleas. Discourse then and there having with the said *John Freebody*, of the said *John Reynolds*, and of the Price which he *John Reynolds* offered the said *John Freebody* for his Logwood aforesaid, in the Presence and Hearing of very many other faithful Subjects of the said Lord the now King, of the said *John Reynolds*, to the said *John Freebody*, falsely and maliciously spoke, asserted, published, and with a high Voice pronounced, to wit, I, (meaning the aforesaid *Phineas Bell*), know that *Mr. Reynolds*, (meaning the aforesaid *John Reynolds*;) cannot pay you, (meaning the aforesaid *John Freebody*;) for your Wood, (meaning the aforesaid Logwood of the said *John Freebody*;) by the speaking and publishing of which said false, feigned, and scandalous Words, the same *John Reynolds* not only in his Goods, Name, Fame, and Reputation is greatly hurt, and among some to whom his Circumstances is not known and perceived, is accounted and reputed for a needy Man, and worthy of no Credit: But also the aforesaid *John Freebody* on that Occasion, declined to sell his Logwood aforesaid, to the said *John Reynolds*, and presently after sold it to another at a lesser Price than he *John Reynolds* before promised; whereupon the same *John Reynolds* saith, That he is the worse, and hath Damage to the Value of One hundred Pounds. And therefore he brings his Suit, &c.

For

. Com. Pleas.

*For Money lent, laid out, and expended
for Defendant; and for Money re-
ceived by Defendant, for Plaintiff's
Use.*

London, to wit. *E G*, late of London, Merchant, was attached to answer unto *W L*, of a Plea of Trespas upon the Case, &c. And whereupon the same *W L*, by *D R* his Attorney, complains. That whereas the aforesaid *E*, on the thirtieth Day of May, in the fifth Year of the Reign of the Lord George, now King of Great Britain, &c. at London, in the Parish of the Blessed Mary of the Arches, in the Ward of Cheap, was indebted to the same *W L* in Two thousand Pounds lawful Money of Great Britain, for so much Money of him *W*, at the special Instance and Request of him *E*, by the same *W*, to the aforesaid Edward before that Time advanced and lent: And also in other Two thousand Pounds of like lawful Money of Great Britain, for so much Money of him *W*, by the aforesaid *W*, at the like Instance and Request of him *E*, for the same *E*, before that Time deposited, laid out, and paid. And being so thereof indebted, the same *E*, in Consideration thereof afterwards, to wit, the same Day and Year at London aforesaid, in the Parish and Ward aforesaid, assumed upon himself, and then and there faithfully promised the same *W L*, to pay him the aforesaid two several Sums of Money when he should be thereof afterwards

towards required. And whereas also the a-
foresaid *Edward* afterwards, to wit, the same
thirtieth Day of *May*, in the fifth Year above-
said, at *London* aforesaid, in the Parish and
Ward aforesaid, was indebted to the afore-
said *W* in other Two thousand Pounds law-
ful Money of *Great Britain*, for so much
Money of him *W* by the aforesaid *Edward*,
to the Use of him *W* before that Time
had and received: And being so thereof in-
debted, the aforesaid *E* afterwards, to wit,
the same thirtieth Day of *May*, in the fifth
Year aforesaid, at *London* aforesaid, in the
Parish and Ward aforesaid, in Consideration
thereof, assumed upon himself, and then
and there faithfully promised the same *Wil-*
liam, that he, the aforesaid *Edward*, would
well and truly pay, and satisfy unto the
same *William*, the aforesaid Sum of Money
last mentioned, when he should be thereto
afterwards required. And whereas the a-
foresaid *Edward* afterwards, to wit, the same
thirtieth Day of *May*, in the fifth Year a-
bovesaid, at *London* aforesaid, in the Parish
and Ward aforesaid, had been indebted to
the aforesaid *William* in Five thousand one
hundred and twelve *French Livres*, *French*
Money, in Parts beyond Seas, to the Value
of Two hundred twenty Pounds eleven Shil-
lings eight Pence, lawful Money of *Great*
Britain, for so much *French* Money afore-
said of him *W*, at the special Instance and
Request of him *EG*, by the same *W*, to the
aforesaid *E*, before that Time advanced
and lent. And also in other Five thousand
one hundred and twelve *French Livres*, of
like

Com. Pleas. like *French* Money aforefaid, to the Value of other Two hundred and twenty Pounds eleven Shillings and eight Pence, lawful Money of *Great Britain*, for fo much *French* Money aforefaid of him *W*, by the aforefaid *W*, at the like Instance and Request of the aforefaid *E*, for the fame *E* before that Time laid out and paid. And being fo thereof indebted, the aforefaid *E* afterwards, to wit, the fame Day, Year, and Place aforefaid, in Confideration thereof, assumed upon himfelf, and then and there faithfully promifed the fame *W*, that he, the aforefaid *E*, would well and truly pay, and fatisfy to the fame *W*, the aforefaid two feveral Sums of Money laft mentioned, when he fhould be thereof afterwards required. And whereas alfo the aforefaid *E* afterwards, to wit, the fame thirtieth Day of *May*, in the fifth Year abovefaid, at *London* aforefaid, in the Parifh and Ward aforefaid, had been indebted to the fame *W* in other Five thoufand one hundred and twelve *French* Livres, of *French* Money, to the Value of other Two hundred and twenty Pounds eleven Shillings eight Pence, of lawful Money of *Great Britain*, for fo much *French* Money aforefaid of him *W*, by the aforefaid *E*, before that Time had and received, to the Ufe of him *W*; and being fo thereof indebted, the aforefaid *E* afterwards, to wit, the fame Day, Year, and Place abovefaid, assumed upon himfelf, and then and there faithfully promifed the fame *W*, that he, the aforefaid *E*, would well and truly pay, and fatisfy to the fame *W*,
the

the same Five thousand one hundred and twelve *French Livres*, of *French Money* last mentioned, when he should be thereto afterwards required: Yet the aforesaid *Edward* not at all regarding his several Promises and Assumptions aforesaid, but contriving, and fraudulently intending the same *W* in this Behalf craftily and subtilly to deceive and defraud, hath not as yet paid to the same *W* the aforesaid several Sums of Money, or any Penny thereof, or any ways hitherto contented him for the same, (although the aforesaid *E* afterwards, to wit, the same Day, and Year last aforesaid, at *London* aforesaid, in the Parish and Ward aforesaid, by the aforesaid *W* hath been requested so to do, &c. (as in others.)

For not taking a second BILL of EXCHANGE, and not paying the Consideration.

London, to wit. *M M*, late of *London*, Merchant, was attached to answer unto *W L*, of a Plea of Trespass upon the Case, &c. And whereupon the same *W*, by *D R* his Attorney, complains, That whereas the aforesaid *Moses*, on the fifteenth Day of *May*, in the fifth Year of the Reign of the Lord *George* the Second, now King of *Great Britain*, at *London* aforesaid, in the Parish of the *Blessed Mary of the Arches*, in the Ward of *Cheap*, in Consideration that the said *W L*, then and there being a Merchant, and using the Trade of a Merchant, at the
special

Com. Pleas. Special Instance and Request of him *MM*, according to the Use of Merchants in such like Case used and approved of, should make two several Bills of Exchange, subscribed with the proper Hand and Name of him *WL*, for one and the same Sum of Money, and should direct the same several Bills of Exchange to one *JL*, residing at *Paris*, in Parts beyond Seas, and likewise using Trade and Director of the Bank there; and by the same several Bills of Exchange, should require the said *JL* to pay at Usance in Manner and Form following, to wit, The same *W*, by his first Bill of the said two Bills of Exchange, should require the said *JL*, to pay to the Order of the said *MM*, Fifteen thousand Livres *Tournois*, in Specie, at Usance, Value of himself. And the same *W*, by his second Bill of the said two Bills of Exchange, should require the said *JL*, (his aforesaid first Bill of Exchange not being paid,) to pay to the Order of the said *MM* Fifteen thousand Livres, *Tournois*, in Specie, at Usance, Value of himself; and should deliver the same two Bills of Exchange so as aforesaid subscribed, made and directed, to the same *MM*, assumed upon himself, and the same Day, and Year aforesaid, at the Parish aforesaid, faithfully promised the said *WL*, that he, the said *M*, would receive of the same *W*, the same two several Bills of Exchange aforesaid, and would thereupon well and truly pay and satisfy to the same *WL*, Eight hundred twenty two Pounds, eighteen Shillings, four Pence, Sterling, lawful Money

ney of *England*, when he should be thereof Coin. Pleas.
 afterwards required. And the aforesaid *WL*
 avers, that he believing the Promise and
 Assumption aforesaid, of the said *WL*, af-
 terwards, to wit, the same fifteenth Day of
May, in the fifth Year aforesaid, at the
 Parish aforesaid, according to the Use of
 Merchants, made two several Bills of Ex-
 change for one and the same Sum of Money,
 subscribed with the proper Hand and
 Name of him *WL*, bearing Date at *London*
 aforesaid, the same Day and Year last men-
 tioned, and directed the same several Bills
 of Exchange to the said *John L*, by the
 Name of Mr. *L*, Director of the Bank at
Paris, in Parts beyond Seas; and by the
 same several Bills of Exchange requested the
 said *J L* to pay at Usance, in Manner and
 Form following, to wit, the same *W* by his
 first Bill of the said two Bills of Exchange,
 requested the said *J L* to pay to the Order
 of the said *MM*, Fifteen thousand Livres,
Tournois, in Coin, at Usance, Value of him-
 self, as by Advice. And the same *W*, by
 his second Bill of the said two Bills of Ex-
 change, requested the said *J L*, (his afore-
 said first Bill of Exchange not being paid,)
 to pay to the Order of the said *MM*, Fif-
 teen thousand Livres, *Tournois*, at Usance,
 Value of himself, as by Advice. And the
 aforesaid *WL* further saith, That he, the
 said *WL*, afterwards, to wit, the same Day,
 and Year last aforesaid, at the Parish and
 Ward aforesaid, delivered to the said *Moses*
M, his said first Bill of Exchange, so as
 aforesaid subscribed, made, and directed;

Declarations in Case.

Com. Pleas. which said Bill the said *MM* then and there received. And the aforesaid *WL*, further saith, That he, afterwards, to wit, the — Day of — in the Year aforesaid, at *London* aforesaid, in the Parish and Ward aforesaid, offered to deliver to the said *MM* his second Bill of Exchange so as aforesaid subscribed, made, and directed: But the said *MM* would not receive the said second Bill of Exchange, but the same Bill then and there did absolutely refuse to receive; and the aforesaid *MM* contriving, and fraudulently intending, craftily and subtilly to deceive and defraud the aforesaid *WL* of the aforesaid eight hundred and twenty two Pounds eighteen Shillings four Pence Sterling, hath not as yet paid to the aforesaid *WL*, the aforesaid Eight hundred twenty two Pounds eighteen Shillings four Pence Sterling, or any ways contented him for the same, although the same *MM* afterwards, to wit, the same Day, and Year last aforesaid, at *London* aforesaid, in the Parish and Ward aforesaid, by the same *WL*, and often afterwards, was required thereto. And whereas also the aforesaid *MM*, &c. (*For Money laid out, and paid.*) And whereas also the aforesaid *MM*, &c. (*For Money borrowed and lent.*) Nevertheless the aforesaid *Moses* not at all regarding his several Promises and Assumptions aforesaid, in Form aforesaid made, but contriving, and fraudulently intending the same *W* in this Behalf, craftily and subtilly to deceive and defraud, &c. (*as in others.*)

Decla-

Declarations in Case

271

Com. Pleas,

DECLARATION, *at the Suit of an Administrator, during the Absence of the Testator's Son, upon the following Note.*

Pursuant to an Order from Col. *G P*, of *Jamaica*, Dated the twenty fourth of *October* last, I hereby acknowledge that I have received of *P R*, and *NT*, the Sum of Three hundred and fifty Pounds Sterling, which the aforesaid Colonel *G P*, has given me Orders to Invest, in several Goods and Merchandizes for his Account; which I hereby promise to do, and Consign the same to himself, by the first Opportunity of Shipping. Witness my Hand in *London*, this thirtieth of *December*, One thousand seven hundred and thirty, having Signed three Receipts of this Tenor and Date.

J M.

London, to wit. *J M*, late of *London*, Merchant, was attached to answer *HP* Administrator of all and singular the Goods, Rights, and Credits which were *G P*, Esq; lately deceased, in the Absence of *HP*, Esq; Son of the aforesaid *G P*, deceased, in Parts beyond Seas, with the Will of the aforesaid *G* annexed, of a Plea of Trespass upon the Case, &c. And whereupon the same *HP*, (Plaintiff,) by *DR* his Attorney, complains,

P 2

Tha;

Declarations in Case.

Com. Pleas. That whereas the aforesaid J, in the Life-time of the aforesaid G, to wit, the thirtieth Day of *December*, in the Year of our Lord One thousand seven hundred and thirty, at *London*, in the Parish of the *Blessed Mary of the Arches*, in the Ward of *Cheap*, had been indebted to the aforesaid G in his Life-time, in Three hundred and fifty Pounds Sterling, lawful Money of this Kingdom, for the like Sum of Money by the aforesaid J, to the Use of the aforesaid G, in the Life-time of him G, before that Time had and received; and being so thereof indebted, the aforesaid J, in Consideration thereof afterwards, to wit, the same Day and Year abovesaid, at *London* aforesaid, in the Parish and Ward aforesaid, assumed upon himself, and then and there faithfully promised the same G in his Life-time, that he, the aforesaid J, would well and truly pay and satisfy to the same G, the aforesaid Three hundred and fifty Pounds when he should be thereto afterwards required: Yet the aforesaid J in no wise regarding his Promise and Assumption aforesaid, in Form aforesaid made, but contriving, and fraudulently intending, craftily and subtilly to deceive and defraud in this Behalf, the aforesaid G in his Life-time, and the same (*Plaintiff*), after his Decease, hath not paid the aforesaid Three hundred and fifty Pounds, or any Penny thereof, to the aforesaid G in his Life-time, or to the same (*Plaintiff*) after his Death, (to which said Plaintiff Administration of all and singular the Goods, Rights and Credits, which were the aforesaid

faid *G* at the Time of his Death, after his Decease, to wit, the first Day of *October*, in the Year of our Lord One thousand seven hundred and thirty two, at *London* aforesaid, in the Parish and Ward aforesaid, for the Use and Benefit, and during the Absence of the said *HP*, by *William* of Divine Providence, Archbishop of *Canterbury*, Primate and Metropolitan of all *England*, in due Form of Law was committed,) nor hath satisfied them, or either of them, for the same, (although the aforesaid *J* afterwards, in the Life-time of the aforesaid *G*, to wit, the same Day and Year first above-mentioned, at *London* aforesaid, in the Parish and Ward aforesaid, by the aforesaid *G*, and after the Death of the aforesaid *GP*, to wit, the fifteenth Day of *October*, in the Year of our Lord One thousand seven hundred and thirty two, at *London* aforesaid, in the Parish and Ward aforesaid, and often afterwards by the same (*Plaintiff*) was required so to do;) but he hath hitherto altogether refused to pay the same to them, or either of them, and still doth refuse to pay the same (*Plaintiff*.) And whereas also the aforesaid *J* afterwards, to wit, the same Day and Year first above-mentioned, at *London* aforesaid, in the Parish and Ward aforesaid, had been indebted to the aforesaid *GP* in his Life-time in another Sum of Three hundred and fifty Pounds lawful Money of this Kingdom, for the like Sum of Money of him *G*, by the aforesaid *J*, to the Use of him *G* at *London* aforesaid, in the Parish and Ward aforesaid, before

Declarations in Case:

Com. Pleas.

that Time had, and received: And being so thereof indebted, the aforesaid J, in Consideration thereof, assumed upon himself, and faithfully promised the aforesaid G in his Life-time afterwards, to wit, the aforesaid thirtieth Day of *December*, in the Year of our Lord One thousand seven hundred and thirty aforesaid, at *London* aforesaid, in the Parish and Ward aforesaid, that he, the aforesaid J, would Invest the aforesaid Three hundred and fifty Pounds last mentioned, in several Goods and Merchandizes for the Accompt of the aforesaid G, and would consign the same to him *George*, by the then first Opportunity of Shipping. Yet the aforesaid J in no wise regarding his aforesaid Promise and Assumption last mentioned, in Form aforesaid made, but contriving, and fraudulently intending the aforesaid G in his Life-time, and the aforesaid (*Plaintiff*) after his Decease, in this Behalf craftily and subtilly to deceive and defraud, at any Time hitherto hath not Invested the aforesaid Three hundred and fifty Pounds last mentioned, in any Goods or Merchandizes, nor hath consigned any Goods or Merchandizes to the aforesaid G in his Life-time, or to the same (*Plaintiff*), after his Decease; to which said (*Plaintiff*), Administration of all and singular the Goods, Rights, and Credits, which were the aforesaid G at the Time of his Death, with the aforesaid Will, as aforesaid annexed, as aforesaid was granted, according to his Promise and Assumption aforesaid last mentioned, although often in the Life-time

Life-time of the aforesaid *G*, and after his Death, to wit, the fifth Day of *October*, in the Year of our Lord One thousand seven hundred and thirty two abovesaid, an Opportunity of Shipping happened, and the same *J* was then requested thereto, to wit, at *London* aforesaid, in the Parish and Ward aforesaid; and the aforesaid Three hundred and fifty Pounds last mentioned, still remain in the Hands of the aforesaid *J*, in Goods or Merchandizes no way invested, contrary to the Promise and Assumption of him *J* as aforesaid made, to the aforesaid *G* in his Life-time, to the Damage of him (*Plaintiff*), sixty Pounds, and thereof he brings his Suit, &c. Besides this, that the same (*Plaintiff*) will justify that the aforesaid *HP* still is absent in *Jamaica* in Parts beyond Seas, to wit, at *London* aforesaid, in the Parish and Ward aforesaid: And the same (*Plaintiff*) brings here into Court the Letters of Administration aforesaid, to him as aforesaid granted, which testify the granting of the Administration aforesaid, to the same (*Plaintiff*), for the Use and Benefit, during the Absence of the aforesaid *HP*, with the Will of the aforesaid *GP*, in Form aforesaid annexed, &c.

Com. Pleas.

Upon a Promissory Note against Two Partners; indorsed by Three.

London, to wit. *RB*, late of *London*, Merchant, and *GH*, late of *London*, Merchant, were attached to answer unto *WT*, of a Plea of Trespass upon the Case, &c. And

Com. Pleas. whereupon the same *W*, by *D R*, his Attorney, complains, That whereas on the First Day of *February*, in the Year of our Lord One thousand seven hundred and thirty one, and long before, the aforesaid *Robert*, and Company, to wit, the aforesaid *Gilbert* were, and still are Partners, to wit, at *London*, in the Parish of the *Blessed Mary of the Arches*, in the Ward of *Cheap*: And whereas also the aforesaid *Robert* and *Gilbert*, so being, as aforesaid, Partners, he the same *Robert*, the aforesaid First Day of *February*, in the Year of our Lord One thousand seven hundred and thirty one, at *London* aforesaid, in the Parish and Ward aforesaid, made his certain Note in Writing, subscribed with his proper Name, called a Promissory Note, bearing Date the same Day and Year, and by the same Note, the same *Robert* for himself and Company, promised to pay to one *Edward Parker*, by the Name of *Mr. Edward Parker*, or Order, three Months after Date of the same Note, One hundred Pounds, Value received. And whereas also the aforesaid *E P*, afterwards, to wit, the first Day of *May*, in the Year of our Lord One thousand seven hundred and thirty two, at *London* aforesaid, in the Parish and Ward aforesaid, (the aforesaid Sum of Money in the Note aforesaid, or any Part thereof, not being paid,) by a certain Indorsement upon the Note aforesaid, subscribed with the proper Hand of him *Edward*, appointed the aforesaid Sum of Money, in the Note aforesaid contained, to be paid to one *Thomas Forman*, for Value received: And whereas also, afterwards, to wit, the same

same first Day of *May*, in the Year of our Lord One thousand seven hundred and thirty two aboveſaid, at *London*, &c. (the aforeſaid Sum of Money, in the Note aforeſaid, or any Part thereof, not being paid,) the aforeſaid *Thomas*, by one other Indorſement upon the Note aforeſaid, ſubſcribed with the proper Hand of him *Thomas*, appointed the aforeſaid Sum of Money, contained in the Note aforeſaid, to be paid to the aforeſaid *William*; of which ſaid Indorſements the aforeſaid *Robert* and *G*, afterwards, to wit, the ſame Day and Year laſt aboveſaid, at *London*, &c. had Notice; by Reason of which ſaid Premiffes, and alſo by Force of the Statute in ſuch like Caſe thereof lately made and provided, the aforeſaid *R* and *G* became, and are liable and charged to pay unto the aforeſaid *William*, the aforeſaid Sum of One hundred Pounds, in the Note aforeſaid mentioned, according to the Tenour and Effect of the ſame Note and Indorſement aforeſaid. And the aforeſaid *R* and *G* being ſo thereof, as aforeſaid, liable and charged, afterwards, to wit, the Day and Year laſt aboveſaid, at *London* aforeſaid, in the Pariſh and Ward aforeſaid, in Conſideration thereof, aſſumed upon themſelves, and then and there faithfully promiſed the ſame *William*, that they, the aforeſaid *R* and *G*, would well and truly pay and ſatisfy unto the ſaid *William*, the aforeſaid One hundred Pounds, in the Note aforeſaid mentioned, according to the Tenour and Effect of the ſame Note and Indorſement aforeſaid. And whereas alſo the aforeſaid *R* and *G*, afterwards, to wit, the Sixth Day

Com. Pleas.

Day of *May*, in the Year of our Lord last above-
 said, at *London* afore-
 said, in the Parish
 and Ward afore-
 said, were indebted to the
 same *W* in One hundred and twenty Pounds,
 lawful Money of this Kingdom, for so much
 Money of him *W*, by him *W* to the same *R*
 and *G*, and at the special Instance and Re-
 quest of them *R* and *G*, before then lent and
 advanced; and the afore-
 said *R* and *G* so
 being thereof indebted, the same *R* and *G*,
 afterwards, to wit, the same Day and Year
 last mentioned, at *London* afore-
 said, in the Parish
 and Ward afore-
 said, assumed upon
 themselves, and then and there faithfully pro-
 mised the same *William*, that they, the same
R and *G*, would well and truly pay and satis-
 fy to the same *W* the afore-
 said One hundred
 and twenty Pounds last mentioned, when they
 should be thereof afterwards requested: And
 whereas also the afore-
 said *R* and *G*, after-
 wards, to wit, the same Day and Year last
 above-
 said; (*for Money expended, laid out, and
 paid.*) Nevertheless, the afore-
 said *R* and *G*,
 little regarding their several Promises and
 Assumptions afore-
 said, but contriving, and
 fraudulently intending the same *William*, in
 this Behalf, craftily and subtilly to deceive
 and defraud, the afore-
 said several Sums of
 Money, or any Penny thereof, to the same
William (although to do this the afore-
 said *Robert* and *Gilbert*, by the same *William*, af-
 terwards, to wit, the same Day and Year last
 above-
 said, at *London* afore-
 said, in the Parish
 and Ward afore-
 said, and often since were re-
 quired,) have not as yet paid, nor hath ei-
 ther of them paid, or any ways contented
 the

the same *W* for the same, but that to the same *William* hitherto have entirely refused, and still doth refuse to pay, or any ways content him for the same: Wherefore the same *William* saith, that he is the worse, and hath Damage to the Value of one hundred and twenty Pounds, and on that Account he brings his Suit, &c.

Com. Pleas.

Upon a Promissory Note, signed by a Goldsmith's Servant, against the Survivor of the Partners.

London, to wit. *William Hammond*, late of London, Goldsmith, was attached to answer unto *Robert Murray*, Esq; of a Plea of Trespass upon the Case, &c. And whereupon the same *Robert*, by *DR*, his Attorney, complains, That whereas on the Twenty eighth Day of *July*, in the Year of our Lord One thousand seven hundred and twenty, and long before, the aforesaid *William Hammond*, and one *William Atwell*, now deceased, which said *William Atwell*, the aforesaid *William Hammond* survived,) were Partners, and common Bankers, to wit, at London, in the Parish of the *Blessed Mary of the Arches*, in the Ward of *Cheap*: And whereas also, the aforesaid *William Hammond*, and *William Atwell*, (in the Life-time of the aforesaid *William Atwell*,) being so, as aforesaid, Partners, one *Thomas Woodward*, on the aforesaid Twenty eighth Day of *July*, in the Year of our Lord aforesaid, then being a Servant of the aforesaid *William Hammond* and *William Atwell*, (in the Life-time of the aforesaid *William Atwell*) and
by

Declarations in Case.

Com. Pleas. by them usually intrusted to make and sign Promissory Notes for the Payment of Money for them the aforesaid *William Atwell* and *William Hammond*, (in the Life-time of the aforesaid *William Atwell*,) at *London* aforesaid, in the Parish and Ward aforesaid, made a certain Promissory Note in Writing, subscribed with the proper Hand of the aforesaid *Thomas Woodward*, bearing Date the same Day and Year last aforesaid, and by the same Note promised for the aforesaid *William Atwell* and *William Hamond*, to pay to the aforesaid *Robert*, by the Name of Collonel *Robert Murray*, or Bearer, upon Demand, Nine hundred and thirteen Pounds thirteen Shillings; by Reason whereof, and also by Force of the Statute in the like Case lately made and provided, the aforesaid *William Hammond*, and *William Atwell*, became, and were chargeable and charged, and the aforesaid *William Hammond* still is liable to pay to the same *Robert* the aforesaid Nine hundred and thirteen Pounds thirteen Shillings, in the Note aforesaid mentioned, and being so thereof charged and chargeable, the same *William Atwell*, and *William Hammond*, in the Life-time of him *William Atwell*, in Consideration thereof afterwards, to wit, the same Day and Year last aforesaid, at *London* aforesaid, in the Parish and Ward aforesaid, assumed upon themselves, and then and there faithfully promised the same *Robert*, that they the same *WA*, and *WH*, would well and truly pay and content to the aforesaid *Robert*, the aforesaid Nine hundred and thirteen Pounds, thirteen Shillings, in the Note aforesaid mentioned, when they should be thereof
after-

Declarations in Case.

221

afterwards requested: And whereas also, the Com. Pleas.
 aforesaid *William Atwell* and *William Hammond*,
 afterwards, to wit, the same Twenty eighth ^{Money had and}
 Day of *July*, in the Year of our Lord last ^{received.}
 aforesaid, at *London* aforesaid, in the Parish
 and Ward aforesaid, in the Life-time of him
William Atwell, were indebted to the same
Robert in other Nine hundred thirteen Pounds,
 lawful Money of *Great Britain*, for so much
 Money of him *Robert* before that Time had
 and received, by the aforesaid *William Atwell*
 and *William Hammond*, to the Use of him *R*;
 and being so thereof indebted, the aforesaid
W A and *W H*, in Consideration thereof,
 in the Life-time of him *W A*, afterwards, to
 wit, the same Day and Year last aforesaid,
 at *London* aforesaid, in the Parish and Ward
 aforesaid, assumed upon themselves, and then
 and there faithfully promised the same *Robert*,
 that they the aforesaid *W A* and *W H*, would
 well and truly pay and satisfy to the same *R*
 the aforesaid Nine hundred thirteen Pounds
 last mentioned, when they should be thereof
 afterwards requested: And whereas also the ^{Money lent and}
 aforesaid *W A* and *W H*, afterwards, to wit, ^{accommodated.}
 the same Day and Year last aforesaid, at *Lon-*
don aforesaid, in the Parish and Ward aforesaid,
 were indebted to the same *R* in other
 Nine hundred thirteen Pounds, of like lawful
 Money for so much Money of him *R*, and by
 the same *R* to the said *W A* and *W H*, at
 their special Instance and Request, before
 then lent and accommodated; and being so
 thereof indebted, the aforesaid *W A* and *W H*,
 in the Life-time of him *W A*, in Considerati-
 on thereof afterwards, to wit, the same Day
 and

Com. Pleas. and Year last aboveſaid, at *London* aforeſaid, in the Pariſh and Ward aforeſaid, aſſumed upon themſelves, and then and there faithfully promiſed the ſame *Robert*, that they the ſaid *WA* and *WH* would well and truly pay and ſatisfy to the ſame *R* the aforeſaid Nine hundred thirteen Pounds laſt mentioned, when they ſhould be thereof afterwards requeſted; yet the aforeſaid *WA* and *WH*, little regarding their ſeveral Promiſes and Aſſumptions aforeſaid, but contriving, and fraudulently intending the ſame *R*, in this Behalf, craftily and ſubtilly to deceive and defraud, the aforeſaid ſeveral Sums of Money, or any Penny thereof, to the ſame *Robert*, in the Life-time of him *WA*, have not paid, nor hath either of them paid, nor have any way contented for the ſame, nor hath either of them contented him for the ſame, (although the aforeſaid *WA* and *WH*, by the ſame *Robert*, afterwards, to wit, the ſame Day and Year aboveſaid, at *London* aforeſaid, in the Pariſh and Ward aforeſaid, were requeſted ſo to do) but the aforeſaid *WA* and *WH*, in the Life-time of him *WA*, have abſolutely reſuſed to pay that to the ſame *Robert*, or any way content him for the ſame; and the aforeſaid *WH* ſtill doth reſuſe, to the Damage of him *R* three hundred Pounds, and thereof he brings his Suit, &c.

Against

Declarations in Case:

223

Com. Pleas,

Against Husband and Wife, on a Promissory Note made by Wife, whilst single, at the Suit of an Indorsee.

Middlesex, to wit. *Edward Acton*, late of *Westminster*, in the County of *Middlesex*, Chapman, and *Ann*, his Wife, were attached to answer unto *John Hill*, of a Plea of *Trespass* upon the Case, &c. And whereupon the same *John*, by *D R*, his Attorney, complains, That whereas the aforesaid *Ann*, (whilst she was single) after the first Day of *May*, in the Year of our Lord One thousand seven hundred and five, to wit, the thirteenth Day of *December*, in the Year of our Lord One thousand seven hundred and thirty one, at *Westminster*, in the County aforesaid, made her certain Note in Writing, subscribed with her proper Hand, called a Promissory Note, bearing Date the same Day and Year last above-mentioned, and by the same Note, the same *Ann*, whilst she was single, by the Name of *Ann Fear*, promised to pay to one *John Brown*, or Order, the Sum of Ten Pounds, for Value received, twenty Days after Date. And the said *John Brown*, afterwards, to wit, the first Day of *January*, in the Year aforesaid, at *Westminster* aforesaid, (the aforesaid Sum of Money, in the Note aforesaid mentioned, or any Part thereof, not then being paid) by his certain Indorsement on the Note aforesaid subscribed with his proper Hand, appointed the Contents of the same Note to be paid to the same *John Hill*, or Order, for Value received, according to the Tenour of the said Note,

Com. Pleas. Note, whereof the aforesaid *Ann*, afterwards, whilst she was single, to wit, the same Day and Year last aforesaid, at *Westminster* aforesaid, had Notice ; by which, and also by Force of the Statute in such like Case lately made and provided, the aforesaid *Ann* became chargeable and liable to pay to the aforesaid *John Hill*, the aforesaid Sum of Ten Pounds, in the Note aforesaid mentioned, according to the Tenour and Effect of the same Note and Indorsement aforesaid thereupon made, and being so chargeable and charged, the aforesaid *Ann*, afterwards, whilst she was sole, to wit, the Day and Year last aforesaid, at *Westminster* aforesaid, assumed upon herself, and then and there faithfully promised the same *John Hill*, that she, the aforesaid *Ann*, would well and truly pay and satisfy to the same *John Hill*, the aforesaid Ten Pounds, in the Note aforesaid mentioned, according to the Tenour and Effect of the same Note and Indorsement aforesaid, when she should be thereto afterwards requested. And whereas also the aforesaid *Ann*, afterwards, whilst she was single, to wit, the same Day and Year last aforesaid, at *Westminster* aforesaid, was indebted to the same *John Hill* in Fifteen Pounds lawful Money of *Great Britain*, for the like Sum by him *John Hill*, for the aforesaid *Ann*, and at her special Instance and Request, before that Time (whilst she the said *Ann* was single) expended, laid out, and paid ; and the aforesaid *Ann*, being so indebted, in Consideration thereof, afterwards, to wit, the same Day and Year last aforesaid, at *Westminster* aforesaid, whilst she the aforesaid

Ann

Ann was single, assumed upon herself, and then and there faithfully promised the same *John Hill*, that she, the aforesaid *Ann*, would well and truly pay and satisfy to the same *John Hill*, the aforesaid Fifteen Pounds, when she should be thereof afterwards requested. And whereas also the aforesaid *Ann*, afterwards, to wit, the same Day and Year last aforesaid, at *Westminster* aforesaid, whilst she the aforesaid *Ann* was single, was indebted to the same *John Hill*, in other Fifteen Pounds, lawful Money of *Great Britain*, for Money, by him the aforesaid *John Hill*, to the same *Ann*, and at the special Instance and Request of her *Ann*, (whilst she was single) before then lent and accommodated, and being so thereof indebted, &c. (as in others.)

For Arresting a Man.

York, to wit. *J B*, late of *C*, in the County of *York*, Gentleman, was attached to answer *E G* of a Plea of Trespass on the Case, &c. And wherefore the said *E G*, by *D R*, his Attorney, complains, That whereas the aforesaid *J B*, the sixteenth Day of *October*, in the Year of our Lord One thousand seven hundred and thirty one, at *Leeds*, in the County aforesaid, in Consideration that the same (*Plaintiff*) then being one of the Bailiffs of *T S*, Bart. Sheriff of the County of *York*, should then and there, at the Request of him (*Defendant*) arrest one *A B*, Clerk, by Vertue of a certain Warrant of him *T*, Sheriff of the County of *York* aforesaid, directed to all and every his Bailiffs, at the Suit of the aforesaid *J B*, in a Plea of Trespass upon the Case, to

Declarations in Case.

Com. Pleas.

the Damage of him (*Defendant*) Five hundred Pounds, assumed upon himself, and then and there faithfully promised the same (*Plaintiff*) that he the same (*Defendant*) would well and truly pay and satisfy to the same (*Plaintiff*) Five Pounds lawful Money of *Great Britain*, when he should be thereof requested: And the aforesaid (*Plaintiff*) avers, That he the same (*Plaintiff*) at the Request of him (*Defendant*) afterwards, to wit, on the Nineteenth Day of *October*, in the Year aforesaid, at *Leeds* aforesaid, arrested the aforesaid *A B*, by Virtue of the Warrant aforesaid, yet the aforesaid (*Defendant*) not ignorant of the Premises, but little regarding his Promise and Assumption, but contriving and fraudulently intending, craftily and subtilly to deceive and defraud him (*Plaintiff*) in this Behalf, hath not yet paid the aforesaid (*Plaintiff*) the said Five Pounds, or any Part thereof, (although to do this the aforesaid *J B*, afterwards, to wit, the Day and Year last abovementioned, at *Leeds* aforesaid, and often since, by the said *E G*, hath been thereto requested) but hath absolutely refused hitherto, and still doth refuse to pay the same, to the Damage of him (*Plaintiff*) Ten Pounds, and thereof he brings his Suit, &c.

At the Suit of an Executor of an Assignee of the Debts of a Bankrupt.

London, to wit. *Benjamin T*, late of *London*, Goldsmith, was attached to answer unto *Mary M*, Widow, Executrix of the Testament of *J M*, Assignee of the Debts of *J S*, a Bank-

Bankrupt, according to the Form of the Statute made and provided concerning Bankrupts, of a Plea of Trespass upon the Case: And whereupon the same *Mary*, by *D R*, her Attorney, complains, That whereas the aforesaid *Benjamin*, lately, to wit, the Twenty first Day of *January*, in the fifth Year of the Reign of the Lord *George* the Second, now King of *Great Britain*, was indebted to the same *J M*, in his Life-time, being, as aforesaid, Assignee of the Debts of the aforesaid *J S*, the Bankrupt, in Thirty Pounds lawful Money of *Great Britain*, for Money by the same *Benjamin*, to the Use of him *J M*, in his Life-time, as such Assignee of the Debts of the aforesaid *J S*, the Bankrupt, before then, and after that he the said *J S* had become Bankrupt, received of the same *J S*; and being so thereof indebted, the aforesaid *Benjamin*, the same Day and Year, at *London*, in the Parish of the *Blessed Mary of the Arches*, in the Ward of *Cheap*, in Consideration thereof, assumed upon himself, and then and there faithfully promised the same *J M*, in his Life-time, that he, the said *Benjamin*, would well and truly pay and satisfy to the same *J M*, the aforesaid Thirty Pounds; yet the aforesaid *Benjamin*, little regarding his Promise and Assumption aforesaid, but contriving and fraudulently intending him *J M*, in his Life-time, and her *Mary*, after the Death of him *J M*, in this Behalf, craftily and subtilly to deceive and defraud, hath not paid, or any way satisfied the aforesaid Thirty Pounds, or any Penny thereof, to the same *J M*, in his Life-time, or to the aforesaid *Mary*, after the

Declarations in Case.

Com. Pleas. Death of him *J M*, although often required, but hath altogether refused to pay the same to him *J M*, in his Life-time, and still doth refuse to pay the aforesaid *Mary*, to the Damage of her, *Mary*, Thirty Pounds, and in Delay of the Execution of the Testament aforesaid, and thereof brings her Suit, &c. and she brings here into Court, the Letters testamentary of the aforesaid *J M*, by which it sufficiently appears to the Court here, her, *Mary*, to be Executrix of the Testament aforesaid, and thereof to have Administration, &c.

For not Repairing of Fences.

York, to wit. *GR* late of, &c. was attached to answer unto *RW* of a Plea of Trespass upon the Case. And whereupon the same (*Plaintiff*,) by *DR* his Attorney, complains, That whereas the same (*Plaintiff*,) on the tenth Day of *January*, in the fourth Year of the Reign of the Lord *George* the First, late King of *Great Britain*, and continually afterwards hitherto, was, and still is lawfully possessed of, and in one certain Close of Land, and Meadow called *Barfdales*, containing fifteen Acres, with the Appurtenances in *Great D*, in the County aforesaid. And whereas also the aforesaid (*Defendant*,) the same Day and Year aforesaid, and before, and from thence hitherto was, and still is Tenant and Occupier of a certain Close of Pasture called *Milbridge*, containing ten Acres with the Appurtenances in *Little B*, in the County aforesaid, contiguously adjoining to the said Close of him
(*Plaintiff*)

(*Plaintiff.*) And the same (*Defendant.*) and all other Tenants, and Occupiers of his same Close, called *Milbridge* for the Time being, from the Time whereof the Memory of Man is not to the contrary, have been used and accustomed, and ought to make, repair, keep, and maintain in good Repair, a certain Gate, and certain Hedges and Fences, between his same Close, and the aforesaid Close of him (*Plaintiff.*) as often as it was necessary; yet the aforesaid (*Defendant.*) not ignorant of the Premises, but contriving, and maliciously intending him (*Plaintiff.*) against all Right to oppress, and greatly prejudice, on the aforesaid tenth Day of *January*, in the Year abovesaid, and from thence, until the sixteenth Day of *October*, in the sixth Year of the Reign of the Lord the now King, suffered the Gate, and Hedges and Fences aforesaid to be broken, pulled down, and laid open, and to remain in Decay and want of Repairs, by which many Cattle, (to wit, Horses, Oxen, Cows, Hogs, and Sheep) of the aforesaid (*Defendant.*) and diverse other Persons unknown to the same (*Plaintiff.*) at diverse Days and Seasons between that Time, and for want of due Enclosures, and sufficient Reparation of the Gate and Hedges and Fences, entered upon the Close of him (*Plaintiff.*) aforesaid, and eat up, trod down, and consumed his Corn and Grass then there growing; so that the same (*Plaintiff.*) thereupon lost the greatest Part of his Close aforesaid for the same Time, to the Damage of him (*Plaintiff.*)

Declarations in Case.

Com. Pleas. One hundred Pounds ; and thereupon he brings his Suit, &c.

*On a Promise to change Cart-Wheels,
if bad, or return the Money.*

Hertford, to wit. *L M*, late of, &c. was attached to answer unto *W F* of a Plea of Trespass upon the Case. And whereupon the same (*Plaintiff*), by *D R*, his Attorney, complains, That whereas the same (*Plaintiff*), on the tenth Day of *June*, in the Year of our Lord One thousand seven hundred and thirty one, at Saint *Albans* in the County aforesaid, had employed the aforesaid (*Defendant*), then being a Wheelwright, to make for him (*Plaintiff*), two Cart-Wheels of good and firm Timber, and had bargained to pay for the same Wheels, to the same (*Defendant*), twenty one Shillings upon Delivery of the Wheels aforesaid, the same (*Defendant*), in Consideration thereof, assumed upon himself, and then and there faithfully promised the same (*Plaintiff*), that he, the same (*Defendant*), should make and deliver to the same (*Plaintiff*), two Cart-Wheels made of good and firm Timber, and assumed, and undertook upon himself, that the same Wheels should last fourteen Years ; or, if the same Wheels should not prove to be good and durable, according to the Promise and Undertaking of him (*Defendant*), then the same (*Defendant*), when he should be thereof requested, would give to the same (*Plaintiff*), other two Wheels, or so much Money as the aforesaid (*Plaintiff*) should

Declarations in Case.

231

should pay ~~for~~ the Wheels aforesaid above-mentioned. And the same (*Plaintiff*) avers, that he, believing the Promise and Assumption of him (*Defendant*,) afterwards, to wit, the Day and Year aforesaid, at St. *Albans* aforesaid, did pay to the same (*Defendant*) the aforesaid twenty one Shillings for the aforesaid two Wheels, and then and there received them from the same (*Defendant*.) And that the aforesaid two Wheels were so unskilfully, negligently, and deceitfully made, that by the usual and moderate Exercise of the same, before the Day of obtaining the Original Writ of him (*Plaintiff*,) against him (*Defendant*,) the aforesaid Wheels became rotten, broken, and of no Use, or Value. And the same (*Plaintiff*) afterwards, and before the Day of obtaining his Original Writ aforesaid, to wit, the twentieth Day of *August*, in the sixth Year of the Reign of the Lord *George* the Second, now King, at Saint *Albans* aforesaid, in the County aforesaid, gave Notice thereof to the same (*Defendant*,) and him (*Defendant*,) then and there requested to give two other Wheels to the same (*Plaintiff*,) or to pay him (twenty one Shillings,) being so much Money as the same (*Plaintiff*,) had paid for the aforesaid two first Wheels: Yet the aforesaid (*Defendant*) little regarding his Promise and Assumption aforesaid, but contriving, and fraudulently intending him the (*Plaintiff*,) craftily and subtilly to deceive and defraud in this Behalf, at any Time hitherto hath not given to the same (*Plaintiff*) two other Wheels, nor paid to the same

Declarations in Case.

Com. Pleas. (*Plaintiff*.) Twenty one Shillings; Whereupon the same (*Plaintiff*) saith, That he is the worse, and hath Damage to the Value of ten Pounds; and thereof brings his Suit, &c.

Upon a Special Account against an Administrator.

Tork, to wit. *ES*, late of, &c. Widow, was attached to answer unto *WH* of a Plea of Trepass upon the Case. And whereupon the same (*Plaintiff*), by *DR*, his Attorney complains, That whereas one *William Stockdale*, now deceased, died intestate, and at the Time of his Death being the Husband of her *Elizabeth*, was then lawfully indebted to the same *WH* in diverse Sums of Money for Goods, Wares, and Merchandizes, sold and delivered, and also for Money by him *W*, to the aforesaid *WS* lent and accommodated, to wit, at the Castle of *Tork* aforesaid, and after his Death, to wit, the ninth Day of *September*, in the fifth Year of the Reign of the Lord *George*, now King of *Great Britain*, &c. at the Castle of *Tork* aforesaid, the same *WH*, at the special Instance and Request of her *E*, to the same *W*, by her *E*, in that Behalf made, together accounted of, and concerning those Sums of Money; and upon that Account the same *WS* was found in Arrear at the Time of his Death, towards the same *WH*, in Thirty five Pounds fourteen Shillings nine Pence then being unpaid: And in Consideration thereof, the same *E* assumed

med upon ~~himself~~ self, and then and there faithfully promised the same *W H*, to pay to him the same Sum of Money when she should be afterwards on that Account requested. Yet the aforesaid *E* little regarding her Promise aforesaid, but contriving, and fraudulently intending the same *W H* in this Behalf craftily to deceive and defraud, hath not paid the aforesaid Sum of thirty five Pounds, or any Part thereof, to the same Plaintiff, (&c. as in others.)

Com. Pleas.

For not delivering Oxen bought.

Stafford, to wit. *Thomas F*, late of, &c. was attached to answer unto *John S* of a Plea of Trespass upon the Case, &c. And whereupon the same (*Plaintiff*), by *D R* his Attorney, complains, That whereas the same (*Plaintiff*), on the last Day of *August*, in the fifth Year, &c. then having Occasion for two Oxen to plow the Grounds of him (*Plaintiff*), and other Husbandry Works, to be done for the Advantage of him (*Plaintiff*), at *N*, bought of the same (*Defendant*) two Oxen, for, and at the Price of Twenty Pounds; and thereupon the same (*Defendant*) then, and there, in Consideration thereof, and also in Consideration that he, the same (*Plaintiff*), at the special Instance and Request of the aforesaid (*Defendant*), then and there had paid to the aforesaid (*Defendant*), Six-pence, Parcel of the aforesaid Twenty Pounds; and had assumed and promised the aforesaid (*Defendant*) to pay him Nineteen Pounds nineteen Shillings six Pence, Residue
of

Com. Pleas.

of the aforesaid Twenty Pounds, the same (*Defendant*) assumed upon himself; and then and there faithfully promised the same (*Plaintiff*,) that he, the same (*Defendant*,) would well and truly deliver the two Oxen aforesaid, to the same (*Plaintiff*,) when he should be thereto required. Yet the aforesaid (*Defendant*) little regarding his Promise and Assumption aforesaid, but contriving, and fraudulently intending the same (*Plaintiff*,) in this Behalf craftily and subtilly to deceive and defraud, hath not as yet delivered to the same (*Plaintiff*,) the aforesaid two Oxen, (although the aforesaid (*Defendant*) afterwards, to wit, the third Day of September, in the Year abovesaid, at Stafford aforesaid, and often afterwards, by the same (*Plaintiff*,) had been required so to do;) by which diverse extraordinary Business of him (*Plaintiff*,) in plowing the Grounds of him (*Plaintiff*,) and other Works of Husbandry to be done for the Advantage of him (*Plaintiff*,) entirely remained undone; to the Damage of him (*Plaintiff*,) twenty Pounds: And therefore he brings his Suit, &c.

*For not rooting up the Roots of Trees,
and digging the Ground, according
to Promise.*

Warwick, to wit. *WF*, late of Birmingham in the said County, was attached to answer *J F* of a Plea of Trespass upon the Case, &c. And whereupon the same (*Plaintiff*,) by *DR* his Attorney complains, That
whereas

whereas on the twentieth Day of *October*, in the Year of our Lord One thousand seven hundred and thirty one, at *Warwick* in the said County, a certain Discourse was had between the aforesaid (*Defendant*) and (*Plaintiff*,) of, and concerning the rooting up, and extirpating all the Roots and Trunks of Trees, in a certain Parcel of Land of him (*Plaintiff*,) called, &c. in, &c. in the County aforesaid then being; and also of, and concerning the digging of the same Parcel of Land. And upon that Discourse, in Consideration that he, the same (*Plaintiff*,) at the special Instance and Request of the aforesaid (*Defendant*,) had paid into the Hands of the same (*Defendant*,) one Shilling: And also in Consideration that he, the same (*Plaintiff*,) at the like special Instance and Request of the aforesaid (*Defendant*,) then and there had faithfully promised to pay to the same (*Defendant*,) upon the rooting up, extirpating, and digging the aforesaid Parcel of Land, twenty Shillings lawful Money of *Great Britain*, the aforesaid (*Defendant*,) on the aforesaid twentieth Day of *October*, in the Year aforesaid, at *Warwick* aforesaid, assumed upon himself, and then and there faithfully promised the same (*Plaintiff*,) that he, the aforesaid (*Defendant*,) at, or before the Feast of the *Nativity of our Lord*, then next following, should root up, and extirpate all the Roots and Trunks of Trees in the aforesaid Parcel of Land, called, &c. then being, and should digg and make the same fit for plowing: Yet the aforesaid (*Defendant*) little regarding

Com. Pleas.

ing his Promise and Assumption aforesaid, so as aforesaid made, but contriving, and fraudulently intending the same (*Plaintiff*) in this Behalf, craftily and subtilly to deceive and defraud, hath not rooted up, or extirpated diverse Roots and Trunks of Trees, being in the aforesaid Parcel of Land, nor dug, or made the same fit for Plowing, according to his Promise and Assumption aforesaid, at, or before the Feast of the *Birth of our Lord*; by reason of which, the same (*Plaintiff*) hath wholly lost the Profit of the Parcel of Land aforesaid, in Plowing and Sowing the same, to the Damage of him (*Plaintiff*) ten Pounds; and therefore he brings his Suit, &c.

For Horse - Hire.

Middlesex, to wit. *E S*, late of, &c. was attached to answer *WH* of a Plea of Trespass upon the Case, &c. And whereupon the same *W*, by *DR* his Attorney, complains, That whereas on the thirteenth Day of *March*, in the fifth Year of the Reign of the Lord *George*, now King, at *Westminster* in the County aforesaid, the aforesaid *W*, at the Instance of him *E*, had Let out for Hire to the same *E*, a certain Horse of him *W*, by the same *E*, to ride for one Week next following, at the Rate and Price of Ten Shillings for the Week aforesaid, and so according to that Rate for every other Week, which the same *E* should keep the Horse aforesaid. The same *E* in Consideration thereof afterwards, to wit, the
same

same Day and Year at *Westminster* aforesaid, assumed upon himself, and then and there faithfully promised the same *W*, to pay to him according to that Rate, for the aforesaid one Week, and every other Week, which the same *E* should keep the Horse aforesaid. And the same *W* avers, that the aforesaid *E*, the same Day and Year at *Westminster* aforesaid, had the same Horse from the aforesaid *W*, and kept the same for the Space of the aforesaid one Week, and six other Weeks, and five Days from thence next following. And whereas also the aforesaid *E* afterwards, to wit, the tenth Day of May, in the sixth Year aforesaid, at *Westminster* aforesaid, was indebted to the same *W* in eighty Shillings lawful Money of this Kingdom, for the Hire of one other Horse of him *W*, by the same *W*, to the same *E*, at his Instance before then Let to Hire, and by the same *E* on that Hire rode and journeyed. And being so thereof indebted, the aforesaid *E*, in Consideration thereof afterwards, to wit, the same Day and Year last aforesaid, at *Westminster* aforesaid, assumed upon himself, and then and there faithfully promised the same *W*, to pay him the same Sum of Money when he should be thereto afterwards requested. And whereas the aforesaid *E* afterwards, to wit, the same Day and Year last aforesaid, at *Westminster* aforesaid, in Consideration that the aforesaid *W*, at the Instance of him *E*, had Let to Hire to him another Horse of him *E*, and that the same *E* had rode and travelled that Horse on that Hire,

Com. Pleas.

ing his Promise and Assumption aforesaid, so as aforesaid made, but contriving, and fraudulently intending the same (*Plaintiff*) in this Behalf, craftily and subtilly to deceive and defraud, hath not rooted up, or extirpated diverse Roots and Trunks of Trees, being in the aforesaid Parcel of Land, nor dug; or made the same fit for Plowing, according to his Promise and Assumption aforesaid, at, or before the Feast of the *Birth of our Lord*; by reason of which, the same (*Plaintiff*) hath wholly lost the Profit of the Parcel of Land aforesaid, in Plowing and Sowing the same, to the Damage of him (*Plaintiff*) ten Pounds; and therefore he brings his Suit, &c.

For Horse - Hire.

Middlesex, to wit. *E S*, late of, &c. was attached to answer *WH* of a Plea of Trespas upon the Case, &c. And whereupon the same *W*, by *DR* his Attorney, complains, That whereas on the thirteenth Day of *March*, in the fifth Year of the Reign of the Lord *George*, now King, at *Westminster* in the County aforesaid, the aforesaid *W*, at the Instance of him *E*, had Let out for Hire to the same *E*, a certain Horse of him *W*, by the same *E*, to ride for one Week next following, at the Rate and Price of Ten Shillings for the Week aforesaid, and so according to that Rate for every other Week, which the same *E* should keep the Horse aforesaid. The same *E* in Consideration thereof afterwards, to wit, the same

same Day and Year at *Westminster* afore-
 said, assumed upon himself, and then and
 there faithfully promised the same *W*, to
 pay to him according to that Rate, for the
 aforeaid one Week, and every other Week,
 which the same *E* should keep the Horse
 aforeaid. And the same *W* avers, that the
 aforeaid *E*, the same Day and Year at
Westminster aforeaid, had the same Horse
 from the aforeaid *W*, and kept the same
 for the Space of the aforeaid one Week,
 and six other Weeks, and five Days from
 thence next following. And whereas also
 the aforeaid *E* afterwards, to wit, the tenth
 Day of *May*, in the sixth Year aforeaid,
 at *Westminster* aforeaid, was indebted to
 the same *W* in eighty Shillings lawful Mo-
 ney of this Kingdom, for the Hire of one
 other Horse of him *W*, by the same *W*, to
 the same *E*, at his Instance before then Let
 to Hire, and by the same *E* on that Hire
 rode and journeyed. And being so thereof
 indebted, the aforeaid *E*, in Consideration
 thereof afterwards, to wit, the same Day
 and Year last aboveaid, at *Westminster* a-
 foreaid, assumed upon himself, and then
 and there faithfully promised the same *W*,
 to pay him the same Sum of Money when
 he should be thereto afterwards requested.
 And whereas the aforeaid *E* afterwards, to
 wit, the same Day and Year last aboveaid,
 at *Westminster* aforeaid, in Consideration
 that the aforeaid *W*, at the Instance of
 him *E*, had Let to Hire to him another
 Horse of him *E*, and that the same *E*
 had rode and travelled that Horse on that
 Hire,

Com. Pleas

Declarations in Case:

Com. Pleas.

Hire, assumed upon himself, and then and there faithfully promised the same *W*, to pay him so much Money as he reasonably deserved to have for the same. And the same *W* avers, that he reasonably deserved to have therefore of the same *E*, another Sum of eighty Shillings, like lawful Money, to wit, at *Westminster* aforesaid, whereof the aforesaid *E*, the Day and Year last aforesaid, there had Notice : Yet the aforesaid *E* little regarding his several Promises and Assumptions aforesaid, in Form aforesaid made, but contriving, and fraudulently intending the same *W* in this Behalf, craftily and subtilly to deceive and defraud, hath not paid any Part of the Money aforesaid, in the first Promise aforesaid specified, nor the aforesaid several other Sums of Money in the several other Promises aforesaid mentioned, or any Part thereof ; (although the aforesaid *E* afterwards, to wit, the same Day and Year aforesaid, at *Westminster* aforesaid, by the same *W* had been required so to do ;) but he hath hitherto absolutely refused, and still doth refuse to pay the same to him, or any ways to content him, therefore to the Damage of him *W*, ten Pounds, and therefore brings his Suit, &c.

For Marriage Money.

York, to wit. *JW*, late of, &c. was attached to answer unto *JH* of a Plea of Trespass upon the Case, &c. And thereupon the same (*Plaintiff*,) by *DR* his Attorney complains, That whereas on the
sixteenth

sixteenth Day of *October*, in the sixth Year, &c. Com. Pleas.

at, &c. a certain Discourse was had between him (*Plaintiff*,) and the aforesaid (*Defendant*,) for a Marriage to be had and solemnized between him (*Plaintiff*,) and one *E*, the Daughter of him (*Defendant*;) and upon that Discourse, the aforesaid (*Defendant*,) in Consideration that he, the (*Plaintiff*,) would marry his Daughter, the aforesaid *E* assumed upon himself, and then and there faithfully promised the same (*Plaintiff*,) that he, the aforesaid (*Defendant*,) would well and truly pay, and give One hundred Pounds lawful Money of *Great Britain*, when he was afterwards thereof requested: And although the same (*Plaintiff*,) believing the Promise and Assumption aforesaid of him (*Defendant*,) afterwards, to wit, the — Day of, &c. — at, &c. according to the Rites and Ceremonies of the Church of *England*, married the aforesaid *E*, yet the aforesaid (*Defendant*) little regarding his Promise and Assumption aforesaid, but contriving, and fraudulently intending the said (*Plaintiff*) in this Behalf, craftily and subtilly to deceive and defraud, the aforesaid Sum of One hundred Pounds, or any Part thereof, to the said (*Plaintiff*,) hath not paid, or any wise contented; although to do this, the aforesaid (*Defendant*) afterwards, to wit, the — Day of — &c. — aforesaid, and often since, by the said (*Plaintiff*) was requested;) but the same to him to pay, or any wise content, he hath hitherto altogether refused, and still doth refuse, to the Damage of him (*Plaintiff*,)

Com. Pleas. Two hundred Pounds; and therefore he brings his Suit, &c.

On Promise to marry Plaintiff.

York, to wit. *J H*, late of *Leeds*, in the County of *York*, Gent. was attached to answer unto *Priscille P*, Spinster, of a Plea of Trespass upon the Case, &c. And whereupon the same *P*, by *D R*, her Attorney, complains, That whereas on the Twenty seventh Day of *March*, in the fifth Year of the Reign of the Lord the now King, at the Castle of *York*, a certain Discourse was moved and had between one *R H*, late of, &c. Father of the aforesaid (*Defendant*,) and *W P*, late of, &c. Father of her (*Plaintiff*,) and the aforesaid (*Defendant*) and (*Plaintiff*,) of and concerning a Marriage to be had and solemnized between them (*Defendant*) and (*Plaintiff*,) upon which said Discourse, afterwards, to wit, the Twenty seventh Day of *March*, in the Fifth Year above-said, at the Castle of *York* aforesaid, it was concluded and agreed by and between the said Parties, that with mutual Assent of all Parties, the said (*Defendant*) should marry the aforesaid (*Plaintiff*,) and that the said (*Plaintiff*) should marry the aforesaid (*Defendant* :) And whereas also the aforesaid *R*, afterwards, to wit, the same Twenty seventh Day of *March*, in the fifth Year above-said, at the Castle of *York* aforesaid, assumed upon himself, and then and there had faithfully promised, That if the same (*Defendant*) should marry the aforesaid (*Plaintiff*,) and the aforesaid (*Plaintiff*) should marry the aforesaid (*De-*

Declarations in Case.

241

Com. Pleas.

(*Defendant*) according to the Agreement aforesaid, then he the said *R* would give and bestow on the aforesaid (*Defendant*) all his Estate, as well real as personal, when by the said (*Defendant*) he should be thereof requested, after the Consummation of the said Marriage, under this Condition, That the said (*Defendant*) should well and sufficiently support and maintain the aforesaid *R*, his Father, and *M* his Wife, the Mother of the said (*Defendant*), as long as each of them should live; and that it should be lawful for the same *R*, by his last Will, or otherwise, at the Time of his Death, to give and dispose of one Cow, of his personal Estate aforesaid, as the said *R* pleased: And whereas also the aforesaid *W P*, Father of her (*Plaintiff*) afterwards, to wit, the same Twenty seventh Day of *March*, in the fifth Year aforesaid, at the Castle of *York* aforesaid, did assume upon himself, and then and there did faithfully promise the said (*Defendant*), that if the said (*Defendant*) would take for his Wife the aforesaid (*Plaintiff*), and the aforesaid (*Plaintiff*) would take for her Husband the aforesaid (*Defendant*) according to the Agreement aforesaid, then he, the said *W*, would give and bestow on the aforesaid (*Defendant*), for his own proper Use, Twenty Pounds lawful Money of *Great Britain*, or Goods and Chattels to the Value of Twenty Pounds, when the said (*Defendant*) should require the same, after the Consummation of the said Marriage: And whereas also, the aforesaid (*Plaintiff*) afterwards, to wit, the aforesaid Twenty seventh Day of *March*, in the fifth Year

VOL. II.

R

above.

Declarations in Case.

Com. Pleas. abovesaid, at the Castle of *York* abovesaid, at the special Instance and Request of him (*Defendant*) in Consideration of the Premises, assumed upon herself, and then and there faithfully promised the said (*Defendant*) that she the said (*Plaintiff*) would take for her Husband the abovesaid (*Defendant*), when she should be thereof afterwards requested by the said (*Defendant*): And the abovesaid (*Defendant*), afterwards, to wit, the abovesaid Twenty seventh Day of *March*, in the Year abovesaid, at the Castle of *York* abovesaid, in Consideration of the Premises, assumed upon himself, and then and there faithfully promised the said (*Plaintiff*), that he the abovesaid (*Defendant*) would take the abovesaid (*Plaintiff*) for his Wife, when he should be thereof afterwards requested; and the abovesaid (*Plaintiff*) avers, That afterwards, to wit, the Twenty sixth Day of *April*, in the Year abovesaid, at the Castle of *York* abovesaid, one Pair of Shoes, and two Hats, of the Value of Nineteen Shillings and four Pence, on the Assent, and at the special Instance and Request of him (*Defendant*), with the Money of the abovesaid *W P*, were bought, and given, and delivered to the said (*Defendant*), in Part Satisfaction of the Assumption and Promise, as is premised, made by the abovesaid *W P*; and although the said (*Plaintiff*), from the abovesaid Time of the Agreements, Promises, and Assumptions abovesaid, as is premised, made, untill the Time of the Solemnization of the Marriage of him (*Defendant*) with another Woman hereafter named, always was ready, and offered

Declarations in Case.

243

Com. Pleas.

to take the aforesaid (*Defendant*) for her Husband, and to marry the said (*Defendant*), and although the said (*Plaintiff*), afterwards, to wit, the Twenty seventh Day of *April*, in the Year aforesaid, and often afterwards, at the Castle of *York* aforesaid, requested the aforesaid (*Defendant*), that he should take her the said (*Plaintiff*) for his Wife; yet the aforesaid (*Defendant*), little regarding his Promises and Assumptions aforesaid, but contriving and fraudulently intending her (*Plaintiff*), in this Behalf, craftily and subtilly to deceive and defraud, hath absolutely refused the aforesaid (*Plaintiff*) for his Wife; and afterwards, to wit, the second Day of *September*, in the Sixth Year of the now King, at the Castle of *York* aforesaid, hath taken for his Wife one *Ann L*, late of *York*, Spinster, being still living, to the Damage of her (*Plaintiff*) Two hundred Pounds, and therefore she brings her Suit, &c.

On Promise to pay for a Mare, on Plaintiff's Marriage.

York, to wit. *J W*, late of *York* aforesaid, Gent. was attached to answer unto *E L*, of a Plea of *Trespas* upon the Case, &c. And whereupon the same (*Plaintiff*), by *D R*, his Attorney, complains, That whereas the aforesaid (*Defendant*), on the seventeenth Day of *October*, in the Fifth Year of the Reign of the Lord the now King, at *York* aforesaid, in Consideration that he the said (*Plaintiff*), at the special Instance and Request of the aforesaid (*Defendant*), had sold and delivered to

Com. Pleas.

the said (*Defendant*,) one Mare of him (*Plaintiff*,) for Four Pounds lawful Money of Great Britain, to the said (*Plaintiff*) by the aforesaid (*Defendant*,) then in Hand paid, and for Sixty five Shillings, like lawful Money, to be paid at the Day of Marriage of the said (*Defendant*,) the aforesaid (*Defendant*) assumed upon himself, and then and there faithfully promised the said (*Plaintiff*,) that he the said (*Defendant*) would well and truly pay and satisfy to the said (*Plaintiff*) the aforesaid Sixty five Shillings, at the Day of Marriage of the said (*Plaintiff*.) And the said (*Plaintiff*) avers, That he the said (*Plaintiff*,) afterwards, to wit, on the first Day of April, in the Sixth Year of the Reign of the now King, at York aforesaid, married one J L, according to the Rites and Ceremonies of the Church of England, and that the aforesaid (*Defendant*) then and there had Notice thereof: And whereas also the aforesaid (*Defendant*,) afterwards, to wit, the second Day of April, in the Year last aforesaid, at York aforesaid, was indebted to the said (*Plaintiff*) in other Sixty five Shillings, like lawful Money, for one other Mare, to the said [*Defendant*,] and at his Request, by the aforesaid [*Plaintiff*,] before that Time sold and delivered, and being so thereof indebted, the same [*Defendant*] in Consideration thereof, assumed upon himself, and then and there faithfully promised the said [*Plaintiff*,] that he the said [*Defendant*] would well and truly pay and satisfy to the said [*Plaintiff*,] the aforesaid Sixty five Shillings last mentioned, when he should be thereof requested, yet the aforesaid [*De-*
fendant,]

Defendant,] little regarding his several Promises and Assumptions aforesaid, but contriving and fraudulently intending the said [*Plaintiff,*] in this Behalf, craftily and subtilly to deceive and defraud, hath not paid the aforesaid several Sums of Money, or any Penny thereof, to the said [*Plaintiff,*] or any ways satisfied him for the same, [although the said [*Defendant,*] afterwards, to wit, the Day and Year last aforesaid, at *York* aforesaid, by him [*Plaintiff,*] was required so to do,] But he hath hitherto refused, and still doth refuse to pay him, or any way satisfy him for the same, to the Damage of him [*Plaintiff*] Ten Pounds, and therefore he brings his Suit, &c.

For suffering Defendant to continue in Possession of a House for a certain Time.

Tork, to wit. *R K*, late of *Leeds*, in the County of *York*, Gent. was attached to answer unto *J C*, of a Plea of Trespass upon the Case. And whereupon the same [*Plaintiff,*] by *T H*, his Attorney, complains, That whereas the aforesaid [*Defendant,*] and one *Elizabeth*, his Wife, now deceased, in the Life-time of the same *E*, to wit, the Ninth Day of *November*, in the Fourth Year of the Reign of the Lord *George* the Second, now King of *Great Britain*, &c. and long before, were seized of and in one Cottage, one Barn, one Acre of Meadow, with the Appurtenances in *P*, in their Demesne, as of Fee and in Right of the same *Elizabeth*, and being so

Com. Pleas.

thereof seized, the same *Elizabeth*, afterwards, to wit, the same Day and Year abovesaid, at *P* aforesaid, of such Estate, of and in those Tenements, with the Appurtenances, died seized, after whose Death, those Tenements, with the Appurtenances, descended to the same [*Plaintiff*,] as Brother and Heir of the aforesaid *Elizabeth*, but then were in the actual Possession of him [*Defendant*,] and the same [*Defendant*] so being thereof possessed, the same [*Defendant*,] afterwards, to wit, the same Nineteenth Day of *November*, in the Fourth Year abovesaid, at *P* aforesaid, in Consideration that the aforesaid [*Plaintiff*,] at the special Instance and Request of him [*Defendant*,] would suffer him [*Defendant*] to continue in Possession of those Tenements, with the Appurtenances, from thence untill the first Day of *May* then next following, and to have and take the Profit and Use thereof, for the whole Time aforesaid, to his own proper Use, assumed upon himself, and then and there faithfully promised the same [*Plaintiff*,] to pay the same [*Plaintiff*] so much Money as the same [*Plaintiff*] thereupon reasonably deserved to have: And the same [*Plaintiff*] avers, That the aforesaid [*Defendant*,] at the aforesaid Instance of him [*Defendant*,] and by the Sufferance of him [*Plaintiff*,] continued in Possession of those Tenements, with the Appurtenances, from the aforesaid Time of making that Promise, untill the aforesaid First Day of *May*, then next following, and took and had the Profits and Use thereof, for the whole same Time, to his own proper Use; and that the same [*Plaintiff*] thereupon, reasonably deserved

served to have of the aforesaid [*Defendant*] Com. Pleas.

Thirty Shillings, to wit, at *P* aforesaid: And whereas the aforesaid [*Defendant*] and *Elizabeth*, in the Life-time of her *Elizabeth*, to wit, the same Ninth Day of *November*, in the Fourth Year aforesaid, and long before, were seized of and in one other Cottage, one other Barn, and one other Acre of Meadow, with the Appurtenances in *P* aforesaid, in their Demesne, as of Fee in Right of the same *Elizabeth*, and so being thereof seized, the same *Elizabeth*, afterwards, to wit, the same Day and Year aforesaid, at *P* aforesaid, in such Estate of and in those Tenements last mentioned, with the Appurtenances, died seized, after whose Death those Tenements, with the Appurtenances, descended to the same [*Plaintiff*,] as Brother and Heir of the aforesaid *Elizabeth*, but then were in the actual Possession of him [*Defendant*,] and the same [*Defendant*,] so being thereof possessed, afterwards, to wit, the same Ninth Day of *November*, in the Fourth Year aforesaid, at *P* aforesaid, in Consideration that the aforesaid [*Plaintiff*,] at the like Instance and Request of him [*Defendant*] would suffer him [*Defendant*] to continue in Possession of those Tenements, with the Appurtenances, from thence untill the First Day of *May* then next following, and to take the Profits thereof to his own proper Use, for that whole Time, assumed upon himself, and then and there faithfully promised the same [*Plaintiff*] to pay to the same [*Plaintiff*] Thirty Shillings for the same: And the same [*Plaintiff*] avers, That the aforesaid [*Defendant*,]

Declarations in Case.

Com. Pleas. *fendant,*) at the aforesaid Instance and Request of him (*Defendant*) last mentioned, and by the Permission of him (*Plaintiff*), hath continued in Possession of the same last mentioned Tenements, with the Appurtenances, from the aforesaid Time of making that last mentioned Promise and Assumption, until the aforesaid first Day of *May* then next following, and the Profits thereof, to his own proper Use, for the whole same Time, took and had: Yet the aforesaid (*Defendant*) little regarding his several Promises and Assumptions aforesaid, but contriving, &c. [*as in others.*]

On Promise to permit the Plaintiff to take half Profit of a Parcel of Land, in Consideration Plaintiff lent Defendant twenty Pounds without Interest.

Tork, to wit. *FT*, late of, &c. was attached to answer unto *GB* of a Plea of Trespass upon the Case. And whereupon the same (*Plaintiff*), by *TH* his Attorney, complains, That whereas the aforesaid (*Defendant*), on the thirtieth Day of *August*, in the Year of our Lord One thousand seven hundred and thirty one, at *P* in the County aforesaid, and before and after, was led possessed of a certain Parcel of Ground called *C*, with the Appurtenances in *B*, in the County aforesaid, of the yearly Rent of forty Pounds: And whereas also the aforesaid (*Defendant*), on the — Day of —

Declarations in Case.

249

at, &c. in Consideration that the same (*Plaintiff*, at the special Instance and Request of him (*Defendant*,) had then and there lent to the same (*Defendant*,) twenty Pounds upon the Security of him (*Defendant's*) own Bond, and without any Interest by him (*Plaintiff*,) from him (*Defendant*,) to be taken or had for the same, from thence until the fifth Day of *April* then next following, assumed upon himself, and then and there faithfully promised the same (*Plaintiff*,) that he, the same (*Plaintiff*,) should have to his own proper Use, a Moiety of the whole clear yearly Profit of the aforesaid Parcel of Ground called C, and the Moiety of the Tenants Right of the same, as long as the same (*Defendant*) should have and enjoy the same, and continue Tenant thereto. And the same (*Plaintiff*) avers, that the aforesaid [*Defendant*,] from the aforesaid Time of the Promise and Assumption aforesaid, made as aforesaid, until the Feast of Saint *Michael* the Archangel, in the Year, &c. and afterwards hitherto enjoyed and had, and still enjoys, and hath the aforesaid Parcel of Ground called C, under the Demise aforesaid, and hath continued Tenant thereto for the same, and still continues; and that the clear Profit thereof for that Time, was reasonably worth twenty four Pounds: All which said Profit, the aforesaid [*Defendant*,] for the whole same Time had and received, to the proper Use of him [*Defendant*,] although one Moiety, being twelve Pounds, became due and payable to the same [*Plaintiff*,] according to the aforesaid Promise and Assumption

Com. Pleas.

Declarations in Case.

Com. Pleas. sumption of the same [*Defendant*.] Yet the
 aforesaid [*Defendant*] little regarding his
 Promise and Assumption aforesaid, but contri-
 ving, and fraudulently intending him [*Plaintiff*.]
 craftily and subtilly to deceive and defraud
 in this Behalf, hath not permitted the same
 [*Plaintiff*] to have a Moiety of his Profit
 aforesaid, according to his Promise and As-
 sumption aforesaid, nor the aforesaid twelve
 Pounds for the Moiety of that Profit, or
 any Penny thereof, (although so to do by
 him [*Plaintiff*.] the ——— Day, &c. at, &c.
 and often afterwards, was required,) hath
 not paid, or any way contented; but hath
 altogether refused, and still doth refuse to
 pay him the same, to the Damage, &c. And
 therefore he brings his Suit, &c.

*On an Assumption to pay forty Pounds,
 or perform an Award.*

Cumberland, to wit. T C, late of, &c. was
 attached to answer unto J W of a Plea of
 Trespass upon the Case, &c. And where-
 upon the same [*Plaintiff*.] by Thomas Hand,
 his Attorney, complains, That whereas, at
 the Time of the Submission hereafter men-
 tioned, certain Disputes and Differences were
 depending between the aforesaid [*Plaintiff*.]
 and [*Defendant*.] and for the final Determi-
 nation thereof, the same Joseph and John
 lately, to wit, the first Day of January, in
 the Year of our Lord One thousand seven
 hundred and thirty one, at, &c. submitted
 themselves, and those Differences to the
 Judg-

Judgment, and final Determination of *Christo-* Com. Pleas.
pher D, J H, and T N, or any two of them
to award, and finally determine between them
those Disputes and Differences; and the same
John, at the Instance of him [*Defendant*,] as-
sumed upon himself, and then and there
faithfully promised the same [*Defendant*,] to
perform that Award in all Things on his
Part to be fulfilled, or in Default thereof,
would pay to the same [*Defendant*] forty
Pounds; and in Consideration thereof, the
same [*Defendant*] assumed upon himself, and
then and there faithfully promised the same
[*Plaintiff*,] that he, the same *J W*, would
perform and fulfil that Award in all Things
by him to be fulfilled, or in Default there-
of, would pay the same *John* forty Pounds;
and afterwards, to wit, the eighth Day of
the same Month of *January*, in the Year
abovesaid, at *P* aforesaid, the aforesaid *J H*
and *T N*, then and there having taken up-
on themselves the Burthen of the Arbitra-
ment aforesaid, of, and upon the Premises
aforesaid, between the Parties aforesaid,
awarded, and finally determined, in Man-
ner and Form following, to wit, That the
aforesaid *J W* should pay to the same [*Plain-*
tiff,] Seven Pounds three Shillings four
Pence, in full Satisfaction and Discharge of
those Disputes and Differences; whereupon
the aforesaid *J* then and there had No-
tice of the said Award, and afterwards, to
wit, the same Day and Year last mentioned,
at, &c. was requested by the said *John*, to
pay the said Sum of Seven Pounds three
Shillings four Pence, pursuant to the said
Award;

Com. Pleas. Award; but the said *Joseph* hath altogether neglected to pay the same, and now refuses so to do. Yet the aforesaid *Joseph* little regarding his Promise aforesaid, but contriving, and fraudulently intending the same *John* in this Behalf, craftily and subtilly to deceive and defraud, hath not as yet paid the aforesaid Sum of forty Pounds, or any Part thereof, by him on that Occasion payable to the same *John* although by him afterwards, to wit, the first Day of *April* then next following, at *P* aforesaid, had been required so to do; but hath hitherto altogether refused, and still doth refuse to pay him the same, to the Damage of him *John* forty Pounds; and on that Account he brings his Suit, &c.

On Promise to pay Plaintiff Ten Guineas, when one T R should be Lord Mayor of York.

York, to wit. *John Tempest*, late of, &c. was attached to answer unto *Leonard Conyers*, Clerk, of a Plea of Trespass on the Case, and whereof the said *LC*, by *DR* his Attorney complains, That whereas the aforesaid [*Defendant*,] on the first Day of *August*, in the Year of our Lord One thousand seven hundred and twenty nine, at the City of *York* aforesaid, in Consideration that the same [*Plaintiff*,] and one *Nicholas Conyers*, Esq; now deceased, in his Life-time, at the special Instance and Request of him [*Defendant*,] had then and there paid to the aforesaid

said [*Defendant*,] to the proper Use of him [*Defendant*,] a certain Piece of Coined Gold called a Guinea, to the Value of twenty one Shillings, assumed upon himself, and then and there faithfully promised the same [*Plaintiff*,] and the said *Nicholas Conyers* in his Life-time, (whom the same [*Plaintiff*] survived,) that he, the aforesaid [*Defendant*,] would pay to the same [*Plaintiff*,] and *Nicholas*, (whom the same [*Plaintiff*] survived,) ten such Pieces of Coined Gold called Guineas, when one *Thomas Raynes*, Gent. should be Lord Mayor of *York*. And the same [*Plaintiff*] avers, that the aforesaid *Thomas Raynes* afterwards, to wit, the tenth Day of *February*, in the Year of our Lord One thousand seven hundred and thirty one, became, and was, and a long time, to wit, for the Space of six Months then next following, continued Lord Mayor of *York*: And that the aforesaid *Nicholas*, after the Promise and Assumption aforesaid made, died, to wit, at the City of *York* aforesaid; and that the aforesaid ten Pieces of coined Gold, called Guineas, to the Value of Ten Pounds ten Shillings, became due and payable to the same [*Plaintiff*;] whereupon the aforesaid [*Defendant*] afterwards, to wit, the first Day of *May*, in the Year last aforesaid, had there Notice. Yet the aforesaid *John* little regarding his Promise and Assumption aforesaid, but contriving, and fraudulently intending him [*Plaintiff*,] in this Particular craftily and subtilly to deceive and defraud, hath not paid, or any way satisfied the aforesaid ten Pieces of Gold, or the Value of them,

or

Declarations in Case.

Com. Pleas. or any Penny thereof, (although by him [Plaintiff,] on the tenth Day of *September*, in the Year last abovesaid, and often afterwards, at the City of *York*, was thereto required, (but hath altogether refused, and still doth refuse to pay him the same. And whereas also the aforesaid [Defendant,] on the ninth Day of *July*, in the Year of our Lord One thousand seven hundred and twenty nine, was indebted to the same [Plaintiff,] and the aforesaid *Nicholas* in his Life-time, (whom the same [Plaintiff] hath survived,) in forty Shillings, for Money by the aforesaid [Defendant,] to the Use of him [Plaintiff,] and *Nicholas* before received, and so being thereof indebted, the aforesaid [Defendant,] the same ninth Day of *July*, in the Year last abovesaid, at the City of *York* aforesaid, in Consideration thereof, assumed upon himself, and then and there faithfully promised the same (Plaintiff,) and the said *Nicholas* in his Life-time, that he, the aforesaid (Defendant,) would well and truly pay and satisfy to the same (Plaintiff,) and the said *Nicholas* in his Life-time, the same forty Shillings; yet the aforesaid (Defendant,) little regarding his several Promises, &c. as above.

For not fetching away Lead bought.

Warwick, to wit. *Richard Lane*, late of the Town of *Warwick*, in the County abovesaid, Plumber, was attached to answer unto *Thomas Peirce* of a Plea of *Trespass* upon the Case, and whereupon the same (Plaintiff,)

(*Plaintiff*,) by J H his Attorney, complains, That whereas the aforesaid (*Defendant*,) in Consideration that the same (*Plaintiff*,) at the special Instance and Request of the aforesaid (*Defendant*,) the fifteenth Day of September, in the Year of our Lord One thousand seven hundred and thirty, at Southam in the County aforesaid, had bargained and sold to the same Richard, Two hundred Weight of Lead, to be fetched by the aforesaid (*Defendant*) when he should be thereto required, for thirteen Pounds ten Shillings, to be paid by the same (*Defendant*) to the same (*Plaintiff*) upon taking away the same ; and thereupon the said Thomas then and there received of, and from the same (*Defendant*,) One Shilling in Part, Payment of that Price, and to bind the Bargain, assumed upon himself, and then and there faithfully promised the same Thomas, that he, the aforesaid (*Defendant*,) would fetch the aforesaid Lead of, and from the same Thomas, when he should be thereto requested, and on such fetching, would well and truly pay, and satisfy to the same Thomas, the Residue of the aforesaid Price thereof : Yet the aforesaid Richard little regarding his Promise and Assumption aforesaid, but contriving, and fraudulently intending him (*Plaintiff*,) in this Particular craftily and subtilly to deceive and defraud, hath not fetched the aforesaid Lead of, and from the same Thomas, (although by the same Thomas, the — Day of — in the Year aforesaid, and often afterwards, at Southam aforesaid, was required so to do ; (but hath entirely refused to fetch the same, and hath

not

Com. Pleas. not paid, or any ways satisfied to the same [Plaintiff,] the aforesaid Residue of the Price thereof, to wit, the aforesaid thirteen Pounds and nine Shillings, or any Penny thereof, but hath hitherto altogether refused, and still doth refuse to pay the same to him. And whereas also the aforesaid [Defendant] afterwards, to wit, the — Day of — in the Year, &c. was indebted to the same Thomas in other thirteen Pounds ten Shillings, lawful Money of this Kingdom, for other Lead, by the said Richard of the same Thomas, before then bought, and so being thereof indebted, the aforesaid Richard afterwards, to wit, the same Day and Year, at Southam aforesaid, in Consideration thereof, assumed upon himself, and then and there faithfully promised the same Thomas, that he, the aforesaid Richard, would well and truly pay and satisfy to the same Thomas, the same thirteen Pounds ten Shillings when he should be thereto requested: And whereas the aforesaid Richard, in Consideration that he, the aforesaid Richard afterwards, to wit, the — Day of — in the Year aforesaid, at Southam aforesaid, had bought of the aforesaid Thomas one other Parcel of Lead, assumed upon himself, and then and there faithfully promised the same Thomas to pay him so much Money as the aforesaid Parcel of Lead last mentioned, at the Time of buying the same was reasonably worth. And the same Thomas avers, that the Parcel of Lead last mentioned, at the Time of buying the same of the aforesaid Richard, was reasonably worth another Sum of thirteen Pounds
ten

ten Shillings, like lawful Money, to wit, at *Southam* afore said, whereof the afore said *Richard* then and there had Notice; yet the afore said *Richard*, little regarding his several Promises and Assumptions afore said last mentioned, but contriving, and fraudulently intending the same *Thomas*, in this Particular, craftily and subtilly to deceive and defraud, hath not paid, or any way satisfied the afore said several Sums of Money last mentioned, or any Penny thereof, to the same *Thomas*, (although the afore said *Richard*, by the same *Thomas*, afterwards, to wit, the first Day of *November*, in the Year above said, and often afterwards, at *Southam* afore said, had been required so to do,) but hath hitherto altogether refused, and still doth refuse to pay him the same, to the Damage of him *Thomas* Twenty Pounds, and on this Account brings his Suit, &c.

On Retainer to Work.

Tork, to wit. *GW*, of, &c. was attached to answer unto *WB*, of a Plea of Trespass on the Case, &c. And whereupon the same (*Plaintiff*,) by *DR*, his Attorney, complains, That whereas he the same (*Plaintiff*,) and one *HM*, on the ——— Day of ———, at, &c. had retained him (*Defendant*) to work for them (*Plaintiff*) and *H*, for one whole Year then next following, to wit, to work one Week for the said (*Plaintiff*,) and another Week for the said *H*, by Turns, and successively, as they should happen, upon which the same (*Defendant*) then and there,

Com. Pleas.

to wit, the aforeſaid — Day of — at, &c. in Conſideration that he the ſame (Plaintiff,) at the ſpecial Inſtance and Requeſt of the aforeſaid [Defendant] then and there had aſſumed upon himſelf, and then and there had faithfully promiſed the ſame [Defendant,] that he the ſame [Plaintiff] would well and truly pay to the ſame [Defendant,] Thirty one Shillings for every Week he the ſame [Defendant] ſhould work as aforeſaid for the ſame [Plaintiff:] The ſame [Defendant] likewise aſſumed upon himſelf, and then and there faithfully promiſed the ſame (Plaintiff,) that he the ſame (Defendant) would work for the ſame (Plaintiff) every other Week for one whole Year then next following, to wit, the firſt Week with the aforeſaid (Plaintiff,) and the next Week with the aforeſaid H, and ſo by Turns for every Week for the one Year aforeſaid, yet the aforeſaid (Defendant,) little regarding his Promiſes and Aſſumptions aforeſaid, but contriving and fraudulently intending the ſame (Defendant) in this Particular, craftily and ſubtilly to deceive and defraud, at any Time within the one Year next after the Promiſe and Aſſumption aforeſaid, hath not worked for the ſame (Plaintiff,) (although the ſame (Defendant.) afterwards, to wit, the — Day of — at, &c. by the ſame (Plaintiff) was required ſo to do,) but hath abſolutely reſuſed to work for the ſame (Plaintiff,) whereupon the ſame (Plaintiff) ſaith, That he is the worſe, and hath Damage to the Value of Forty Pounds, and therefore he brings his Suit, &c.

For

*For a Husband and Wife, on a Wager
won by the Wife.*

Tork, to wit. *Thomas F*, &c. was attached to answer unto *Walter B*, and *M*, his Wife, of a Plea of Trespass upon the Case. And whereupon the same *Walter*, and *M*, by *DR*, his Attorney, complains, That whereas the same *Walter*, for the Space of one Year now last past, and more, had been, and now is a common Brewer, and hath exercised that Art and Occupation for the whole same Time aforesaid, at, &c. by himself, his Wife aforesaid, and Servants. And whereas also on the — Day of — at, &c. the aforesaid *Thomas* asserted to the same *Mary*, That she the same *Mary*, to avoid the Payment of the Excise due to the said Lord the King, had guiled Ale in the Chamber of one *Mary W*, the Wife of *WW*, in *M* aforesaid, which the same *Mary B* absolutely denied, as she well might; upon which it was then and there agreed between her *Mary B*, and the aforesaid *Thomas*, for a Wager of Five Pounds a piece to be made between them, and then and there made by either of them to the other of them, to win or lose under the Condition and Form following; to wit, that if the aforesaid *MW* would affirm and declare, that the aforesaid *MB* had guiled Ale in the Chamber of her *Mary W*, then the same *Mary B* should lose, and he the aforesaid *Thomas* should win the Wager aforesaid; and if the said *Mary W* should say and declare that the same *Mary B* had not guiled Ale in the Chamber of her

Com. Pleas. *Mary W*, then he the said *Thomas* should lose, and the same *Mary B* should win the Wager aforesaid: And it was then and there further agreed between them *Mary B* and *Thomas*, that each of them should put in the Hands of one *W T*, something in Part of the Wager aforesaid, in Form aforesaid, to be won; and thereupon each of them, *M B* and *T*, then and there deposited in the Hands of the same *W T*, in Part of the Wager, Six Pence, by him as aforesaid to be paid to him or her who should win the Wager: And the aforesaid *Thomas*, afterwards, to wit, the — Day of —, at, &c. in Consideration of the Premises, and also in Consideration that the same *M B*, at the special Instance and Request of the aforesaid *Thomas*, then and there had declared and affirmed, that she would pay to the aforesaid *Thomas* Four Pounds nineteen Shillings and Six Pence, if he the aforesaid *Thomas* should win the Wager in Form aforesaid, assumed upon himself, and then and there faithfully promised the same *M B*, that if the aforesaid *Thomas* should lose, and the same *Mary B* should win the Wager aforesaid, in Form aforesaid, then he the aforesaid *Thomas* would well and truly pay and satisfy to the same *Mary B*, Four Pounds nineteen Shillings and Six Pence: And the same *Mary B*, and *Walter* aver, That the aforesaid *M W*, afterwards, to wit, the — Day of — at, &c. upon Notice of the Premises to her then and there given, in the Presence and hearing as well of the aforesaid *Thomas*, as of her *Mary B*, and several others, said and declared, (according to the Truth of the Matter,

ter,) that the said *Mary B* had not guiled any Ale in the Chamber of her *Mary W*, by which he the said *Thomas* lost, and the same *Mary B* won the Wager aforesaid, according to the Form and Effect and true Intention of the Agreement aforesaid : And the aforesaid Four Pounds nineteen Shillings and Six Pence became payable to the same *Walter*, and *Mary* his Wife, by the aforesaid *Thomas*, by Virtue of his Promise and Assumption aforesaid ; yet the aforesaid *Thomas*, little regarding his Promise and Assumption aforesaid, but contriving and fraudulently intending them *Walter* and *Mary*, in this Particular, craftily and subtilly to deceive and defraud, hath not paid or any way satisfied to the same *Walter* and *Mary* his Wife, or either of them, the aforesaid Four Pounds nineteen Shillings and Six Pence, or any Penny thereof, (although the said *T*, by them *Walter* and *Mary*, the — Day of —, at, &c. had been required so to do,) but hath hitherto altogether refused, and still doth refuse to pay them, or either of them, for the same : And whereas also the aforesaid *Thomas*, afterwards, to wit, the — Day of — at, &c. was indebted to the same *Walter* and *Mary* in Forty Shillings lawful Money of *Great Britain*, for Money by the same *Mary B*, of the aforesaid *Thomas* then duly won of and upon one other Wager before that Time made between them *Mary* and *Thomas*, and so being thereof indebted, the aforesaid *Thomas*, on the — Day of —, at, &c. in Consideration thereof, assumed upon himself, and then and there faithfully promised the same *Walter* and *Mary*, that he

Com. Pleas.

Declarations in Case:

Com. Pleas. the aforesaid *Thomas*, would well and truly pay, and satisfy to them *Walter* and *Mary*, the aforesaid forty Shillings: Yet the aforesaid *Thomas* little regarding his Promise and Assumption aforesaid last mentioned, but contriving, and fraudulently intending them *Walter* and *Mary* in this Part craftily and subtilly to deceive and defraud, hath not paid, or any way satisfied to them *Walter* and *Mary*, or either of them, the aforesaid forty Shillings, or any Penny thereof, (although by them *Walter* and *Mary*, the — Day of — and often afterwards, at *M* aforesaid, he hath been required so to do;) but hath altogether refused, and still doth refuse to pay them the same, to the Damage of them the said *Walter* and *Mary*, ten Pounds; and on this Account they bring their Suit, &c.

A special Declaration for Goods sold.

Tork, to wit. *WA*, late of, &c. was attached to answer unto *JS* of a Plea of Trespass upon the Case, &c. And whereupon the same *Plaintiff*, by *DR*, his Attorney, complains, That whereas the same *Defendant*, the first Day of *May*, in the Year, &c. at &c. in Consideration that the same *Plaintiff*, at the special Instance and Request of the aforesaid *Defendant*, had sold and delivered to the *Defendant* a great Quantity, (to wit, one hundred Yards of Broad Cloth, for five Shillings, and a certain Piece of Shag by him *Defendant* to the *Plaintiff*, then and there paid and delivered, and thir-

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ty three Shillings lawful Money of Great Bri- Com. Pleas.
tain, by the aforesaid *Defendant*, to the same
Plaintiff, to be paid at the Feast of Saint
Martin the Bishop, in Winter, then next fol-
lowing, being the second Day of *November*,
in the Year abovesaid, assumed upon him-
self, and then and there faithfully pro-
mised the same *Plaintiff*, that he, the afore-
said *Defendant*, would well and truly pay and
satisfy to the *Plaintiff*, the same thirty five
Shillings at the same Feast: Yet the afore-
said *Defendant* little regarding his Promise
and Assumption aforesaid, but contriving,
and fraudulently intending the same *Plaintiff*
in this Behalf craftily and subtilly to deceive
and defraud, hath not paid, or any ways
satisfied to the same *Plaintiff*, the afore-
said thirty five Shillings, or any Penny there-
of, at the aforesaid Feast of Saint *Martin*
the Bishop, in Winter, or at any Time hi-
therto, (although by him, *Plaintiff*, at the
same Feast, and often afterwards, at the
Castle of *York* aforesaid, he hath been required
so to do;) but hath hitherto altogether refu-
sed, and still doth refuse to pay him the same.
And whereas also the aforesaid *Defendant*,
on the second Day of, &c. at &c. hath been
indebted to the same *Plaintiff*, in other
thirty five Shillings of like lawful Money,
for the Residue of the Price of a certain
great Quantity of Broad Cloth, by the a-
foresaid *Defendant*, of the same *Plaintiff*, be-
fore that Time bought and had; and so
being thereof indebted, the aforesaid *De-
fendant*, the same Day and Year abovesaid,
at the Castle of *York* aforesaid, in Consid-
eration

Com. Pleas. ration thereof assumed upon himself, and then and there faithfully promised that he, the aforesaid *Defendant*, would well and truly pay and satisfy to the same *John*, the aforesaid thirty five Shillings last mentioned. And whereas also the aforesaid *Defendant*, on the third Day, &c. at &c. in Consideration that the same *Plaintiff*, at the special Instance and Request of him *Defendant*, had sold and delivered to the same *Defendant*, diverse Goods, Wares, and Merchandizes, assumed upon himself, and then and there faithfully promised the same *Plaintiff*, that he, the aforesaid *Defendant*, would well and truly pay and satisfy to the same *Plaintiff*, such Sums of Money as those Wares and Merchandizes were then reasonably worth. And the same *Plaintiff* avers, that the same Wares and Merchandizes were then reasonably worth forty five Shillings lawful Money; yet the aforesaid *Defendant* little regarding his two several Promises and Assumptions aforesaid last mentioned, but contriving, and fraudulently intending him *Plaintiff*, in this Behalf, craftily and subtilly to deceive and defraud, hath not paid the same *Plaintiff*, or any way satisfied to him the aforesaid two several Sums of Money, in the same two last Promises and Assumptions, or any Penny thereof, although often required; but hath hitherto altogether refused, and still doth refuse to pay, or any way satisfy him for the same, to the Damage of him *Plaintiff*, Ten Pounds; and on this Account brings his Suit, &c.

*On a special Agreement for Sale of
Barley.*

York, to wit. *TH*, late of, &c. was attached to answer *J M* of a Plea of Trespass upon the Case, &c. And whereupon the same *Plaintiff*, by *DR*, his Attorney, complains, That whereas the aforesaid *Defendant*, on the sixth Day of *October*, in the Year of our Lord One thousand seven hundred and thirty one, at the Castle of *York*, in the County of the City aforesaid, in Consideration that the aforesaid *Plaintiff*, at the special Instance and Request of him *Defendant*, would deliver to the same *Defendant*, so much Barley, as he, the same *Plaintiff*, then had to sell, assumed upon himself, and then and there faithfully promised the same *Plaintiff*, that he, the aforesaid *Defendant*, would well and truly pay and satisfy to the same *Plaintiff* on Demand, so much Money a Quarter, for every Quarter of Barley so by him *Plaintiff*, to the aforesaid *Defendant*, to be delivered as any of the Neighbours of him *Plaintiff*, at the Time of the Delivery of the Barley of him *Plaintiff*, would sell Barley for a Quarter. And the same *Plaintiff* avers, That he believing the Promise and Assumption of the aforesaid *Defendant*, in Form aforesaid made afterwards, to wit, the eleventh Day of *November*, in the Year aforesaid, at the City of *York* aforesaid, at the said Instance and Request of the aforesaid *Defendant*, delivered to the same *Defendant* eleven Quarters of Barley, which said eleven
Quarters

Com. Pleas.

Quarters, were such Barley as the same Plaintiff, at the aforesaid Time of making the Promise and Assumption aforesaid, had to sell. And that one J P of G, within the Parish of P, in the County of York, Yeoman, then being a Neighbour of him Plaintiff, upon the same eleventh Day of November, in the Year aforesaid, sold to one P S, two Quarters of Barley, at the Rate and Price of twenty two Shillings a Quarter, for every Quarter thereof, to wit, at the City of York aforesaid, whereof the aforesaid Defendant afterwards, to wit, the Day and Year aforesaid, at the City of York aforesaid, had Notice.

One other Count what Plaintiff deserved for other eleven Quarters, and avers, he deserved Twelve Pounds ten Shillings.

Was indebted for other eleven Quarters, in other Twelve Pounds ten Shillings; and concludes as others.

A Special Declaration, on a Promise to pay what Plaintiff's Servant should Swear was the Price agreed on for Barley, and Charge of the Oath.

York, to wit. Matthew E, late of, &c. was attached to answer unto HR of a Plea of Trespass upon the Case, &c. And whereupon the same Plaintiff, by DR, his Attorney, complains, That whereas the aforesaid Defendant, on the — Day of — at, &c. was indebted to the same Plaintiff in sixty Shillings,

Shillings, lawful Money of Great Britain, Com. Pleas.

for Barley sold and delivered before that Time by the *Plaintiff* to the *Defendant*; and being so indebted, the *Defendant* afterwards, to wit, the — Day of — at, &c. in Consideration thereof, assumed upon himself, and then and there faithfully promised the *Plaintiff*, that he, the same *Defendant*, would well and truly pay to the *Plaintiff*, the aforesaid sixty Shillings on Demand. And whereas also he, the same *Plaintiff*, afterwards, to wit, the — Day of — at, &c. had sold and delivered to the *Defendant*, by one *NT* his Servant, four Quarters of Barley, at a certain Price agreed on between them; and whereas also afterwards, to wit, the Day and Year abovesaid, at, &c. upon a certain Discourse between them *Plaintiff* and *Defendant*, concerning the Price of the aforesaid last mentioned Barley, the same *Plaintiff* did affirm, that the last mentioned Barley was sold at the Price of thirteen Shillings four Pence a Quarter; and the aforesaid *Defendant* affirmed, that the Barley was sold at a less Price. And thereupon the aforesaid *Defendant* afterwards, to wit, the — Day of — at, &c. in Consideration that the aforesaid *Plaintiff*, at the special Instance and Request of the aforesaid *Defendant*, would procure the aforesaid *NT* to give his Oath before any Master of the Court of Chancery of the Lord the King, at what Price the aforesaid four Quarters of Barley were sold at, assumed upon himself, and then and there faithfully promised the same *Plaintiff*, that he, the same *Defendant*,

Com. Pleas. *Defendant*, would well and truly pay and satisfy to the same *Plaintiff*, on Demand, so much Money as the *aforesaid NT* should swear before any Master of the Court of Chancery *aforesaid*, the *aforesaid* four Quarters of Barley were sold for, and also the Charge of the Oath *aforesaid*: And the same *Plaintiff* avers, That he giving Credit to the last mentioned Promise and Assumption of the said *Defendant*, at the said special Instance and Request of the same *Defendant*, afterwards, to wit, the — Day of — at, &c. did procure the *aforesaid NT*, to come before *RB*, at, &c. and then one of the Masters of the Court of Chancery *aforesaid*, which said *NT*, then and there made his Affidavit in Writing, Sworn upon the *Holy Evangelist*, before the said *RB*, that he, the same *NT*, being employed by the *aforesaid Plaintiff*, his Master, to sell diverse Parcels of Corn about the latter End of the Month of *May* then last past, sold to the *aforesaid Defendant*, by the Name of *MC*, late of the City of *York*, Skinner, four Quarters of Good and Merchantable Barley, at the Rate or Price, of thirteen Shillings four Pence a Quarter; and that he, the same *NT*, did deliver the *aforesaid* Barley to the said *Defendant*. And the same *Plaintiff* further saith, That the Barley *aforesaid*, in the Affidavit of the said *NT*, and the *aforesaid* four Quarters of Barley in the last Promise and Assumption *aforesaid*, before mentioned, are one and the same four Quarters of Barley, and not other, nor diverse. And that the same

Plaintiff

Plaintiff for the Fees of the Oath aforesaid, Com. Pleas. then and there reasonably did expend three Shillings; and that he, the same *Plaintiff*, afterwards, and before the Day of obtaining the Original Writ of him *Plaintiff* in this Behalf, to wit, the same Day and Year aforesaid, at, &c. shewed to the same *Defendant*, the Writing of the Oath aforesaid, and gave him Notice of the Contents thereof, and then and there requested him to pay to the same *Plaintiff*, fifty three Shillings four Pence for the Price of the Barley aforesaid last mentioned, and for the Expences of the Oath three Shillings six Pence. Yet the aforesaid *Defendant* little regarding his several Promises and Assumptions aforesaid, but contriving, and fraudulently intending him *Plaintiff*, in this Behalf, craftily and subtrilly to deceive and defraud, hath not paid, or any way satisfied to the same *Plaintiff*, the aforesaid several Sums of Money by him above promised to be paid, amounting to in the whole, to Five Pounds sixteen Shillings ten Pence, or any Penny, Parcel thereof, although often demanded; but hath hitherto absolutely refused, and still doth refuse to pay, or any way content *Plaintiff* for the same, to the Damage of him *Plaintiff*, Ten Pounds: And on this Account he brings his Suit, &c.

Com. Pleas.

On Promise to pay (Plaintiff) Ten Shillings a-piece for all the Sheep he had in the Custody of J B.

York, to wit. *James L*, late of, &c. was attached to answer unto *J W*, of a Plea of Trespass upon the Case, &c. whereupon the same *Plaintiff*, by *T H*, his Attorney, complains, That whereas the aforesaid *Defendant*, the ——— Day of ——— at, &c. in Consideration that he the same *Plaintiff*, at the special Instance and Request of the aforesaid *Defendant*, would sell to the same *Defendant*, all the Weather Sheep which the aforesaid *Plaintiff* then had under the Care and Custody of one *J B*, according to the Rate and Price of Ten Shillings for every Weather Sheep; whereupon the aforesaid *Defendant* assumed upon himself, and then and there faithfully promised the said *Plaintiff*, that he the said *Defendant* would well and truly pay and satisfy to the said *Plaintiff*, ten Shillings lawful Money of *Great Britain*, for every Weather Sheep which the aforesaid *Plaintiff* then had under the Care and keeping of the aforesaid *J B*: And the same *Plaintiff* avers, That he the same *Plaintiff*, believing the Promise and Assumption of the aforesaid *Defendant*, then and there, to wit, the same Day and Year aboveaid, at the aforesaid Instance and Request of the aforesaid *Defendant*, did sell to the same *Defendant*, all the Weather Sheep which the aforesaid *Plaintiff* then had under the Care and Keeping of the aforesaid *J B*, after the aforesaid Rate and Price of ten Shillings

Shillings for every Weather Sheep thereof, Com. Pleas. and that he the same *Plaintiff* then had under the Care and Keeping of the aforesaid *J B*, nineteen Weather Sheep, and that the Price of the said nineteen Weathers, according to the Rate aforesaid, amounted in the whole to nine Pounds and ten Shillings, whereof the aforesaid *Defendant* then and there did in Hand pay to the same *Plaintiff* Six Pence; yet the aforesaid *Defendant*, little regarding his Promise and Assumption aforesaid, as to the nine Pounds nine Shillings and Six Pence, Residue of the aforesaid nine Pounds and ten Shillings, but contriving and fraudulently intending the aforesaid *Plaintiff*, of the aforesaid nine Pounds nine Shillings and Six Pence craftily and subtilly to deceive and defraud, hath not paid to the same *Plaintiff* the aforesaid nine Pounds nine Shillings and Six Pence, or any Penny thereof, or any way satisfied him for the same, (although the aforesaid *Defendant*, afterwards, to wit, the same Day and Year abovesaid, at, &c. and often afterwards, by him *Plaintiff*, was required so to do,) but hath hitherto altogether refused, and still doth refuse to pay, or any way content him for the same: And whereas also the aforesaid *Defendant*, afterwards, to wit, the same Day and Year abovesaid, at, &c. was indebted to the same *Plaintiff* in other nine Pounds ten Shillings and Six Pence, like lawful Money, for other Weathers before that Time sold and delivered by the said *Plaintiff* to the same *Defendant*, and at his special Instance and Request, and so being thereof indebted, &c. (as in others.)

For

Declarations in Case.

For Service done by Plaintiff's Apprentice.

Cumberland, to wit. *Walter Ludwidge*, late of, &c. was attached to answer unto *Humphry Stonehouse*, of a Plea of Trespas upon the Case, &c. and whereupon the same *H*, by *D R*, his Attorney, complains, That whereas the aforesaid *Walter*, on the twenty fifth Day of *March*, in the Year of our Lord One thousand seven hundred and thirty one, at *W*, in Consideration that he the said *Plaintiff*, at the special Instance and Request of the aforesaid *Walter*, would suffer one *William Rodger*, his Apprentice, to serve the same *Walter* in a certain Voyage from the Port of *W*, in the County aforesaid, unto ——— in Parts beyond Seas, assumed upon himself, and then and there faithfully promised the same *Plaintiff*, that he the aforesaid *Walter* would well and truly pay the same *Plaintiff* so much Money as the same *Plaintiff*, for the Service of the aforesaid *William Rodger*, his Apprentice, in the Voyage aforesaid, reasonably deserved to have; and the same *Plaintiff* avers, That he the aforesaid *Plaintiff*, believing the Promise and Assumption of the aforesaid *Walter*, suffered the said *William Rodger*, his Apprentice, to serve the aforesaid *Walter* in the Voyage aforesaid, from the Port of *W* aforesaid, unto ——— aforesaid, and that the aforesaid *William Rodger* served the aforesaid *Walter* in his Voyage aforesaid, from the aforesaid twenty fifth Day of *March*, in the Year of our Lord aforesaid, untill the seventh Day of *November* then next following, to wit,

at

at *W* afore said; And that he the afore said *Plaintiff* reasonably deserved to have from the afore said *Walter*, for the Service of him *William Rodger*, his Apprentice afore said, for the Time afore said done for him the said *Walter*, twelve Pounds, lawful Money of this Kingdom, to wit, at *W* afore said, whereof the afore said *Defendant* then and there had Notice. And whereas the same *Plaintiff*, before the afore said seventh Day of *November*, in the Year of our Lord One thousand seven hundred and thirty two, at the like special Instance and Request of the afore said *Walter*, by himself, and the afore said *William Rodger*, his Servant, had made and performed for the afore said *Walter*, diverse other Works and Labours of him *Plaintiff*; and the afore said *Walter*, in Consideration thereof, afterwards, to wit, the same Day and Year above said, at *W* afore said, assumed upon himself, and then and there faithfully promised the same *Plaintiff*, that he, the afore said *Walter*, would well and truly pay and satisfy to the same *Plaintiff* so much Money as he the same *Plaintiff*, for the Works and Labours afore said last mentioned, by him, and the afore said *William Rodger*, his Servant afore said, for the said *Walter* so as afore said done and performed, reasonably deserved to have. And the same *Plaintiff* avers, That he the same *Plaintiff*, for his Works and Labours afore said last mentioned, by him and the afore said *William Rodger*, his Servant afore said, for the said *Walter* so as afore said done and performed, reasonably deserved to have of the

Declarations in Case.

Com. Pleas.

aforesaid *Walter*, other twelve Pounds, like lawful Money of this Kingdom, to wit, at *W* aforesaid, and thereof the aforesaid *Walter*, afterwards, to wit, the same Day and Year last aforesaid, there had Notice ; Yet the aforesaid *Walter*, little regarding his several Promises and Assumptions aforesaid, in Form aforesaid made, but contriving and fraudulently intending him *Plaintiff*, in this Behalf, craftily and subtilly to deceive and defraud, hath not hitherto paid to him *Plaintiff*, nor any way contented to him for the same, the said several Sums of Money, nor any Penny thereof, (although the aforesaid *Walter*, afterwards, to wit, the same Day and Year last aforesaid, and often afterwards, at *W* aforesaid, by him *Plaintiff* was required so to do,) but hath hitherto altogether refused, and still doth refuse to pay or any way to content him for the same, to the Damage of him *Plaintiff*, forty Pounds, and on this Account he brings his Suit, &c.

For Barley sold and delivered.

Middlesex, to wit. *Edward Drake*, late of *A*, in the County aforesaid, Labourer, was attached to answer unto *Henry Aury*, of a Plea of Trespass upon the Case, &c. and whereupon the same *H*, by *D R*, his Attorney, complains, That whereas the aforesaid *E*, the first Day of *April*, in the Year of our Lord One thousand seven hundred and thirty two, at *A*, in the County aforesaid, in Consideration that the same *H*, at the special In-

stance

Declarations in Case.

275

Com. Pleas.

stance and Request of the aforesaid *E*, had then and there bargained and sold to the aforesaid *E*, twelve Quarters and two Bushels of Barley, assumed upon himself, and then and there faithfully promised the same *H*, that he, the aforesaid *E*, would well and truly pay and satisfy to the same *H*, so much Money as the aforesaid twelve Quarters and two Bushels of Barley were reasonably worth, when he should be thereto afterwards required: And the same *H* avers, That the aforesaid twelve Quarters and two Bushels of Barley, at the Time of the Bargain and Sale of the same, were reasonably worth twelve Pounds three Shillings and six Pence, of which the said *E* then and there had Notice from the said *H*: And whereas also the aforesaid *E*, on the Tenth Day of *April*, in the Year of our Lord One thousand seven hundred and thirty two, was indebted to the same *H* in other twelve Pounds three Shillings and six Pence, for certain other Barley, by the aforesaid *E*, of the same *H*, before that Time bought and had, and so being thereof indebted, the aforesaid *E*, on the aforesaid tenth Day of *April*, in the Year abovesaid, at *A* aforesaid, in Consideration thereof, assumed upon himself, and then and there faithfully promised the same *H*, that he, the aforesaid *E*, would well and truly pay and satisfy unto the same *H*, the same twelve Pounds three Shillings and six Pence last mentioned, when he should be thereto required: Yet the aforesaid *E*, little regarding his several Promises and Assumptions aforesaid, but contriving and fraudulently intending him *H*, in this

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Com. Pleas. Behalf, craftily and subtilly to deceive and defraud, hath not paid, or any way satisfied the aforesaid several Sums of Money, or any Penny thereof, to the same *H*, (although he, the said *E*, by him *H*, on the twentieth Day of *April*, in the Year aforesaid, and often afterwards, at *A* aforesaid, had been required so to do,) but hath hitherto altogether refused, and still doth refuse to pay him for the same, to the Damage of him *H* twenty Pounds; and on this Account he brings his Suit, &c.

For Wares sold, and Work done.

Middlesex, to wit. *R S*, late of, &c. was attached to answer unto *MS*, of a Plea of Trespass upon the Case, &c. and whereupon the same *M*, by *D R*, his Attorney, complains, That whereas the aforesaid *R*, the first Day of *May*, in the Year of our Lord One thousand seven hundred and thirty two, at *J*, in the said County, in Consideration that the same *M*, at the special Instance and Request of the aforesaid *R*, had sold and delivered to the aforesaid *R*, diverse Goods, Wares and Merchandizes, and also made and performed for the aforesaid *R*, diverse Works and Business, assumed upon himself, and then and there faithfully promised the same *M*, that he, the aforesaid *R*, as well all such Sums of Money, as the said Goods, Wares, and Merchandizes aforesaid were reasonably worth, as such Sums of Money as the same *M*, for the Works and Business aforesaid, had reasonably deserved to have, would well and truly pay, and satisfy to the same *M*, when he should be thereto required: And the

Declarations in Case.

277

the same *M* avers, That the Goods, Wares, Com. Pleas.
and Merchandizes afore said, at the Time of
the Sale and Delivery of them, were reason-
ably worth nine Pounds ten Shillings; and
that the same *M*, for the Works and Business
afore said, had reasonably deserved to have
forty Shillings, of which the said *R* then and
there had Notice from the said *M*: And
whereas also the afore said *R*, on the second
Day of *May*, in the Year above said, was in-
debted to the same *M* in eleven Pounds ten
Shillings, as well for diverse other Goods,
Wares and Merchandizes, by him *R* of the
same *M*, before that Time bought, had, and
received, as for certain other Business and
Work by him *M* for the afore said *R*, and
at his Request, before then done and per-
formed: And so being thereof indebted,
the afore said *R*, the afore said second Day
of *May*, in the Year above said, at *J* afore-
said, in Consideration thereof, assumed up-
on himself, and then and there faithfully pro-
mised the same *M*, that he, the afore said *R*,
would well and truly pay and satisfy to the
same *M*, the afore said eleven Pounds ten
ten Shillings, when he should be thereto re-
quested: Yet the afore said *R*, little regarding
his several Promises and Assumptions afore-
said, but contriving, and fraudulently intend-
ing him *M*, in this Behalf, craftily and sub-
tily to deceive and defraud, hath not paid
the afore said several Sums of Money, or any
Part thereof, to the same *M*, &c. (*as in others.*)

Com. Pleas. *For a Taylor, for Clothes and mending of Clothes.*

Middlesex, to wit. *A B*, late of *Westminster*, Gent. was attached to answer unto *C D*, of a Plea of Trespass upon the Case, &c. And whereupon the same *C*, by *D R*, his Attorney, complains, That whereas the aforesaid *A*, on the first Day of *May*, in the Year of our Lord One thousand seven hundred and thirty one, at *Westminster* aforesaid, in Consideration that the same *C*, being a Taylor, at the special Instance and Request of the aforesaid *A*, had fitted, cloathed, and mended diverse Vestments for the aforesaid *A*, with certain Wares by him *C*, in that Behalf, found and provided, assumed upon himself, and then and there faithfully promised the same *C*, that he the aforesaid *A* would well and truly pay and satisfy to the same *C*, so much Money as the same *C*, for his Labour in and about the Premises, and for the Wares aforesaid, reasonably deserved to have: And the same *C* avers, That he reasonably deserved to have for his Labour in and about the Premises, and for the Wares aforesaid, twenty four Pounds lawful, &c. whereof the said *A*, afterwards, to wit, the Day and Year aforesaid, had Notice: And whereas also the aforesaid *A*, afterwards, to wit, the same first Day of *May*, in the Year aforesaid, at *Westminster* aforesaid, was indebted to the same *C* in other twenty four Pounds, lawful Money of *Great Britain*, as well for his Work and Labour in and about the fitting, cloathing

ing and mending certain other Garments of the aforesaid *A*, by him *C*, for the aforesaid *A*, and at his Request, before then done and performed, as for certain other Wares, in and about those Garments, used and put by him *C* for the aforesaid *A*, and at his Request bought and provided: And so being thereof indebted, the aforesaid *A*, the Day and Year aforesaid, at *Westminster* aforesaid, in Consideration thereof, assumed upon himself, and then and there faithfully promised the same *C*, that he the aforesaid *A*, the aforesaid twenty four Pounds last mentioned would well and truly pay and satisfy to the same *C*, when he should be thereto required; yet the aforesaid *A*, little regarding his several Promises and Assumptions aforesaid, but contriving and fraudulently intending him *C*, craftily and subtilly, &c. (*as before.*)

For not delivering a Mare bought, Part of the Price being paid by the Plaintiff, and the Residue to be paid on Delivery.

Middlesex, to wit. *D N*, of, &c. was attached to answer unto *W B*, of a Plea of Trespass upon the Case, &c. and whereupon the said *W*, by *D R*, his Attorney, complains, That whereas the aforesaid *Defendant*, on the tenth Day of *June*, in the Year of our Lord One thousand seven hundred and thirty two, at *Highbate*, in the County aforesaid, had bargained and sold to the same *Plaintiff*, a certain Mare of him *Defendant*, for ten Pounds,

Com. Pleas.

to be paid by him *Plaintiff* to the aforesaid *Defendant*, the same *Defendant*, afterwards, to wit, the aforesaid tenth Day of *June*, in the Year aforesaid, at *Highgate* aforesaid, in Consideration of twelve Pence, in Part of the Price aforesaid, by him *Plaintiff* to the aforesaid *Defendant* then and there in Hand paid, and also in Consideration that the same *Plaintiff*, at the special Instance and Request of the aforesaid *Defendant*, had then and there assumed upon himself, and faithfully promised the aforesaid *Defendant* to pay the aforesaid *Defendant* nine Pounds nineteen Shillings, Residue of the Price aforesaid, upon Delivery of the Mare aforesaid by him *Defendant* to the same *Plaintiff*, assumed upon himself, and then and there faithfully promised the same *Plaintiff*, that he the aforesaid *Defendant* would well and truly deliver to the same *Plaintiff* the Mare aforesaid; yet the aforesaid *Defendant*, little regarding his Promise and Assumption aforesaid, but contriving and fraudulently intending him *Plaintiff*, in this Behalf, craftily and subtilly to deceive and defraud, hath not delivered the Mare aforesaid to the same *Plaintiff*, although by him *Plaintiff*, on the twentieth Day of *June*, in the Year aforesaid, at *Highgate* aforesaid, was required so to do; and the same *Plaintiff* then and there was ready to pay to the same *Defendant* the aforesaid nine Pounds nineteen Shillings, Residue of the Price aforesaid, but he hath hitherto altogether refused, and still doth refuse to deliver the same to him, to the Damage of him *Plaintiff* twenty Pounds, and thereof he brings his Suit, &c.

For

*For an Executor, against an Executor,
for Meat and Drink, provided by
Plaintiff's Testator, for Defendant's
Testator, &c.*

Middlesex, to wit. *W D*, late of, &c. and
J G, late of, &c. Executors of the Testament
of *John Arris*, were attached to answer un-
to *H B*, and *F* his Wife, Executors of the
Testament of *M A*, of a Plea of Trespass
upon the Case, &c. And whereupon the
same Plaintiff, by *T H*, their Attorney, com-
plain, That whereas the aforesaid *J* in his
Life-time, to wit, the twenty fifth Day of
January, in the Year of our Lord One thou-
sand seven hundred and twenty nine, at
Whetstone, in the County aforesaid, in Con-
sideration that the aforesaid *M* in his Life-
time, at the special Instance and Request of
the aforesaid *J*, had found and provided
for the aforesaid *J* in his Life-time, Meat,
Drink, Washing, and Lodging, for the
Space of two Years then past, at diverse
Days and Turns; and also between the
same Time, had found and provided for di-
verse Persons, Friends of the aforesaid *J*,
Meat, Drink, and Entertainment, assumed
upon himself, and then and there faithfully
promised the same *M* in his Life-time, that
he, the aforesaid *J*, would well and truly
pay, and satisfy to the said *M*, so much
Money as the Meat, Drink, Washing, and
Lodging, and Entertainment aforesaid, were
reasonably worth, when he should be thereof
requested.

Com. Pleas. requested. And the same *Plaintiffs* aver, that the Meat, Drink, Washing, and Lodging, and Entertainment aforesaid, by the aforesaid *M* in his Life-time, so as aforesaid found and provided for the said *J A* in his Life-time, were reasonably worth forty Pounds good and lawful Money of *Great Britain*, of which the said *J A* in his Life-time, from the said *M* in his Life-time had Notice. And whereas also the aforesaid *J* in his Life-time, to wit, the twenty sixth Day of *January*, in the Year aforesaid, was indebted to the same *M* in his Life-time, in other forty Pounds, for certain other Meat, Drink, Washing, and Lodging, by the aforesaid *M* in his Life-time, for the aforesaid *J* in his Life-time, and at his Request, before that Time found and provided; And so being thereof indebted, the aforesaid *J* in his Life-time, to wit, the aforesaid twenty sixth Day of *January*, in the Year aforesaid, at *Whetstone* aforesaid, in Consideration thereof assumed upon himself, and then and there faithfully promised the aforesaid *M* in his Life-time, that he, the aforesaid *J*, would well and truly pay, and satisfy the aforesaid forty Pounds last mentioned, to the same *M*, when he should be thereto required: Yet the aforesaid *J* in his Life-time, and the aforesaid *Defendants*, after the Death of him *J*, little regarding the said several Promises and Assumptions of the aforesaid *J*, but contriving, and fraudulently intending the aforesaid *M* in his Life-time, and them *Plaintiffs*, after the Death of him *M*, in this Behalf, craftily and subtilly to deceive

ceive and defraud, neither they, or either of them have paid, or any way satisfied the aforesaid several Sums of Money, or any Penny thereof, to the aforesaid *M* in his Life-time, or to the same *Plaintiffs*, after the Death of him *M*; (although the aforesaid *Defendants*, after the Death of the aforesaid *J*, to wit, the twentieth Day of *March*, in the Year of our Lord One thousand seven hundred and thirty one, and often afterwards, at *W* aforesaid, by them, *Plaintiffs*, after the Death of the aforesaid *M*, were required so to do;) but have refused to pay him the same, and the aforesaid *Defendants* still do absolutely refuse to pay them *Plaintiffs*, the same, to the Damages of them *Plaintiffs*, forty Pounds; and on this Account they bring their Suit. And they bring here into Court, the Letters Testamentary of the aforesaid *M*, by which it fully appears to the Court here, them *H* and *F*, to be the Executors of the Testament aforesaid, and thereof to have Administration, &c.

In Consideration that Plaintiff would forbear Sueing the Wife of the Defendant, for a Debt of Ten Pounds, due to the Plaintiff from the Defendant's Wife whilst she was single; Defendant promised to give Plaintiff a Bond for Payment thereof.

Middlesex, to wit. *J C*, late of *Westminster*, Gent. and *L* his Wife, were attached to answer unto *O B* of a Plea of Trespass upon

Declarations in Case.

upon the Case, &c. And whereupon the same *O*, by *TH*, his Attorney complains, That whereas the aforesaid *J*, and *L* his Wife, on the second Day of *March*, in the Year of our Lord One thousand seven hundred and thirty one, at *Westminster* aforesaid, were indebted to the same *O* in Ten Pounds lawful Money of *Great Britain*, for Money by the aforesaid *L*, whilst she was single, of the same *Plaintiff* before that Time borrowed, and which the aforesaid *L*, whilst she was single, had promised to pay: And the aforesaid *J* and *L*, being so as aforesaid indebted to the same *O*, in the aforesaid Ten Pounds, the said *O* had intended to prosecute a Suit in Law against the aforesaid *J* and *L*, of, and for the same Ten Pounds, whereof the aforesaid *J* had then and there Notice: And thereupon the aforesaid *Defendant*, the aforesaid second Day of *March*, in the Year of our Lord One thousand seven hundred and thirty one aforesaid, at *Westminster* aforesaid, in Consideration that the same *O*, at the special Instance and Request of the aforesaid *J*, would forbear to prosecute a Suit in Law against the aforesaid *J*, and *L* his Wife, for the said Ten Pounds, assumed upon himself, and then and there faithfully promised the same *O*, that he, the aforesaid *J*, would give his Bond for the Payment of the aforesaid Ten Pounds to the same *O*: And the same *O* avers, that he, believing the said Promise and Assumption of the aforesaid *J*, at the Time of making thereof, hath hitherto totally forbore to prosecute a Suit in Law

Law against the aforesaid J and L, and Com. Pleas.
each of them, of, or for the aforesaid Ten Pounds: And the same O afterwards, to wit, the tenth Day of *March*, in the Year abovesaid, at *Westminster* aforesaid, rendred to the same J, a Bond for the aforesaid J to seal, and deliver to the same O for Payment of the aforesaid Ten Pounds to the same O; and then and there required him to Seal, and as his Deed to deliver the Bond aforesaid to the same O: Yet the aforesaid J little regarding his Promise and Assumption aforesaid, but contriving, and fraudulently intending him O in this Behalf craftily and subtilly to deceive and defraud, hath not sealed, and as his Deed delivered, or gave to the same O, the Bond aforesaid, or any other Bond for Payment of the aforesaid Ten Pounds; but hath altogether hitherto refused, and still doth refuse to do the same, to the Damage of him O, twenty Pounds. And on this Account he brings his Suit, &c.

For a Mare Sold; Six-pence in Hand paid to the Plaintiff; Four Shillings Six-pence to be paid on Delivery, and a Bond to be given for the Remainder. Defendant refused to take the Mare, and perform the Promise.

Middlesex, to wit. W B, late of the Parish of Saint Andrew Holbourn, in the County of Middlesex, Corn-Chandler, was attached to answer unto D N of a Plea of Trespass upon

Com. Pleas.

upon the Case, &c. And whereupon the same *Daniel*, by *TH* his Attorney complains, That whereas the said *Daniel*, on the thirtieth Day of *June*, in the Year of our Lord One thousand seven hundred and thirty one, at *Islington* in the County aforesaid, had bargained and sold to the aforesaid *William*, a certain Bay Mare of him *Daniel*, for Seven Pounds five Shillings, lawful Money of *Great Britain*, to be paid by the aforesaid *William* to the same *Daniel*, in Form following, to wit, Six-pence thereof in Hand, and four Shillings and Six-pence thereof on the Morrow of the Day aforesaid, and the remaining seven Pounds on the Day of the Marriage of him *William*, whereof the aforesaid *William* then and there had paid in Hand to the aforesaid Plaintiff Six-pence; the aforesaid Defendant, in Consideration thereof, and in Consideration that the same Plaintiff, at the special Instance and Request of the aforesaid *William*, then and there had undertaken, and faithfully promised the aforesaid *William* to deliver to the aforesaid *William*, the Mare aforesaid, on the Morrow of the Day aforesaid, assumed upon himself, and then and there faithfully promised the same *Daniel*, that he, the aforesaid *William*, would pay to the same *Daniel*, the aforesaid four Shillings Six-pence on the Morrow aforesaid; and on the same Morrow, by his Bond, would become bound in a reasonable Sum of Money for Payment of the aforesaid seven Pounds to the same *Daniel*, at the Day of Marriage of the aforesaid *William*. And the same *Daniel* avers, that he believing

believing the said Promise and Assumption of the aforesaid *William*, afterwards, to wit, on the aforesaid Morrow of the Day aforesaid, at *Islington* aforesaid, offered to deliver to the aforesaid *William*, the Mare aforesaid, which the aforesaid *William* then and there utterly refused to receive from the same *Daniel*: And the same *Daniel* then and there required the aforesaid *William*, to pay to the same *Daniel*, the aforesaid four Shillings Six-pence, and by his Bond to become bound to the same *Daniel* for Payment of the aforesaid seven Pounds to the same *Daniel*, at the Day of Marriage of the aforesaid *William*: Yet the aforesaid *William* little regarding his Promise and Assumption aforesaid, but contriving, and fraudulently intending him *Daniel* in this Particular, craftily and subtilly to deceive and defraud, hath not paid the aforesaid four Shillings Six-pence, or any Penny thereof, to the same *Daniel*, nor by any Bond of the aforesaid *William*, became bound to the same *Daniel* for Payment of the aforesaid seven Pounds, at the Day of Marriage of the aforesaid *William*, according to his Promise and Assumption aforesaid; but hath hitherto absolutely refused, and still doth refuse to pay the four Shillings Six-pence to the same Plaintiff, or make him any such Bond; to the Damage of him *Daniel*, Ten Pounds: And thereof he brings his Suit, &c.

Com. Pleas.

In Consideration that Plaintiff would marry M. Defendant's Daughter; Defendant promised to give him Sixty Pounds.

York, to wit. R S, late of Leeds, in the County of York, Yeoman, was attached to answer G L of a Plea of Trespass upon the Case, &c. And whereupon the same G, by T H his Attorney complains, That whereas the aforesaid Defendant, on the first Day of July, in the Year of our Lord One thousand seven hundred and thirty one, at Leeds aforesaid, in Consideration that the same Plaintiff, then and there being single, or a Batchelor, at the special Instance and Request of the aforesaid Defendant, would marry M S, the Daughter of him Defendant, assumed upon himself, and then and there faithfully promised the same Plaintiff, that he, the aforesaid Defendant, would give to the same Plaintiff, Sixty Pounds: And the same Plaintiff avers, That he believing the said Promise and Assumption of the aforesaid Defendant, afterwards, to wit, on the first Day of April, in the Year of our Lord One thousand seven hundred and thirty two, at Leeds aforesaid, took to Wife the aforesaid M, and a Marriage between him Plaintiff, and the aforesaid M, was then and there in due Mannner had and solemnized, according to the Rites and Ceremonies of the Church of England. Nevertheless, the aforesaid Defendant little regarding his Promise

mise and Assumption aforesaid, but con- Com. Pleas.
triving, and fraudulently intending him
Plaintiff, in this Behalf, craftily and sub-
tily to deceive and defraud, hath not
paid, or any way contented the aforesaid
Sixty Pounds or any Penny thereof, to the
same *Plaintiff*, (although by him *Plaintiff*, on
the tenth Day of *June*, in the Year last
abovesaid, and often afterwards, at *Leeds*
aforesaid, he was requested so to do ;) but
hath hitherto altogether refused, and still
doth refuse to pay the same to him ; to the
Damage of him, *Plaintiff*, one hundred
Pounds : And thereof he brings his Suit, &c.

Against an Administrator, in Consideration that the Plaintiff had delivered to the Intestate two East-India Bonds, he was to be accountable for the same upon Demand.

London, to wit. *E S*, late of *London*, Widow, Administratrix of all and singular the Goods, and Chattels, Rights, and Credits, which were *R S*, her late Husband, deceased, who died intestate, was attached to answer unto *J S*, of a Plea of Trespass upon the Case, &c. And whereupon the same *J*, by *TH* her Attorney, complains, That whereas the same *J*, on the twenty third Day of *September*, in the Year of our Lord One thousand seven hundred and twenty nine, at *London*, to wit, in the Parish of the Blessed *Mary of the Arches*, in the Ward of *Cheap*, at the special Instance and Request

Com. Pleas.

of him *R*, in his Life-time, had delivered to the aforesaid *R*, an *East-India* Bond, being the proper Bond of her *Jane*, Numbered *Nine Hundred fifty eight*, under the common Seal of the *English* Company trading to the *East-Indies*, for securing the Payment of One Hundred Pounds, lawful Money of this Realm, and the Interest thereof by that Company : And one other *East-India* Bond likewise, being the proper Bond of her *Jane*, Numbered *Nine Thousand seven Hundred fifty seven*, under the Seal aforesaid, of the *English* Company trading to the *East-Indies*, for securing the Payment of other One Hundred Pounds, like lawful Money of this Realm, and the Interest thereof by that Company : the aforesaid *R S*, in Consideration thereof in his Life-time afterwards, to wit, the same Day and Year abovesaid, at *London* aforesaid, in the Parish and Ward aforesaid, by his certain Note in Writing, bearing Date the same Day and Year abovesaid, subscribed with the proper Hand and Name of him *R S* in his Life-time, promised to be accountable to the same *Jane* for the same several Bonds upon Demand : Yet the aforesaid *Richard* in his Life-time, and the aforesaid *E*, after the Death of him *Richard*, (to which said *E*, after the Death of the aforesaid *Richard*, Administration of all the Goods and Chattels, Rights, and Credits, which were the aforesaid *Richard*, at the Time of his Death, after the Death of him *Richard*, at *London* aforesaid, in the Parish and Ward aforesaid, in due Form of Law was committed) little regarding the said Promise and Assumption

Declarations in Case.

291

Com. Pleas.

Assumption of the aforesaid *Richard*, by him in Form aforesaid made, but contriving, and fraudulently intending the same *Jane* in this Behalf to deceive and defraud, hath not given, or rendered, nor hath either of them given or rendered to the same *Jane*, any Account of the several Bonds aforesaid, nor either of them; nor have they, or either of them, delivered the Bonds aforesaid, or either of them, to the same *Jane*, (although the aforesaid *Richard* in his Life-time, by the same *Jane*, hath been often requested so to do: And although the aforesaid *Elizabeth*, by the same *Jane*, after the Death of the aforesaid *Richard*, to wit, the fifteenth Day of *July*, in the Year of our Lord One thousand seven hundred and thirty two, and often afterwards, at *London* aforesaid, in the Parish and Ward aforesaid was required so to do.) But the aforesaid *Richard* in his Life-time, and the aforesaid *Elizabeth*, after his Death, have absolutely refused to give and render an Account of the several Bonds aforesaid to the same *Jane*, and to deliver to the same *Jane*, the several Bonds aforesaid; and the aforesaid *Elizabeth* still denies and refuses to give and render to the same *Jane*, an Account of the several Bonds aforesaid, and to deliver to the same *Jane*, the several Bonds aforesaid: And whereas the aforesaid *Richard* in his Life-time, to wit, the aforesaid twenty third Day of *September*, in the Year of our Lord One thousand seven hundred and twenty nine aforesaid, at *London* aforesaid, in the Parish and Ward aforesaid, had been indebted to the

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same

Declarations in Case.

Com. Pleas.

same *Jane* in Two hundred and ten Pounds lawful Money of *Great Britain*, for the like Sum of Money of her *Jane*, by him *Richard* in his Life-time for the same *Jane*, and to the Use of her *Jane*, before that Time had and received ; and so being thereof indebted, the same *Richard* in his Life-time, in Consideration thereof, assumed upon himself, and then and there faithfully promised the same *Jane*, that he, the same *Richard*, would well and truly pay and satisfy to the same *Jane*, the aforesaid Two hundred and ten Pounds, when he should be thereto afterwards requested : Nevertheless, the aforesaid *Richard* in his Life-time, and the aforesaid *Elizabeth*, after the Death of him *Richard*, little regarding the Promise and Assumption aforesaid last mentioned of the aforesaid *Richard*, by him in his Life-time so as aforesaid made, but contriving, and fraudulently intending the same *Jane* in this Behalf craftily and subtilly to deceive and defraud, have not paid, nor hath either of them paid, the aforesaid Two hundred and ten Pounds, or any Penny thereof to the same *Jane* ; nor have they, or either of them, satisfied her any way hitherto for the same, (although the aforesaid *Richard* in his Life-time, by her *Jane*, hath been often requested so to do ;) and although the aforesaid *Elizabeth*, after the Death of the aforesaid *Richard*, to wit, the same Day and Year last aforesaid, and often afterwards, at *London* aforesaid, in the Parish and Ward aforesaid, by the same *Jane* was required so to do ; but the aforesaid *Richard* in his Life-time, and the aforesaid *Elizabeth* after

Declarations in Case:

293

the Death of him *Richard*, have absolutely refused to pay the aforesaid two hundred and ten Pounds, or any Penny thereof, to the same *Jane*, or any way to satisfy her for the same, and the aforesaid *Elizabeth* still refuses to pay the same to the said *Jane*, to the Damage of her *Jane* three hundred Pounds, and on this Account they bring their Suit, &c. Com. Pleas.

Against a Husband, to deliver up a Bond made to the Wife, whilst single; the Money being paid to the Husband.

York, to wit. *Thomas B*, late of, &c. was attached to answer unto *J A*, of a Plea of Trespass upon the Case, &c. And whereupon the same *Plaintiff*, by *T H*, his Attorney, complains, That whereas he the same *Plaintiff*, and one *W A*, the fifth Day of May, in the Year of our Lord One thousand seven hundred and thirty one, by his certain Writing Obligatory before that Time made, had stood holden and bound to one *Ann W*, whilst she was single, in sixty five Pounds, with Condition to the same Bond underwritten, for the true Payment of thirty two Pounds ten Shillings, at a certain Day in the same Condition contained, which said *Ann*, the aforesaid *Defendant*, before the aforesaid fifth Day of May, took for his Wife: And whereas also the aforesaid *Defendant*, afterwards, to wit, the Day and Year aforesaid, at London aforesaid, in the Parish and Ward aforesaid, in Consideration that the same *Plaintiff*, at the special Instance and Request of the

Declarations in Case.

Com. Pleas. *aforesaid Defendant*, before then and there had paid to the same *Defendant* the *aforesaid* thirty two Pounds ten Shillings, assumed upon himself, and then and there faithfully promised the same *Plaintiff*, that he the same *Defendant* would surrender and deliver up the *aforesaid* Bond to the same *Plaintiff*, to be cancelled, when he should be thereof afterwards requested; nevertheless, the *aforesaid Defendant*, little regarding his Promise and Assumption *aforesaid*, in Form *aforesaid* made, but contriving and fraudulently intending him *Plaintiff*, in this Behalf, craftily and subtilly to deceive and defraud, and load him with the Payment of the *aforesaid* sixty five Pounds, hath not surrendered nor delivered up the *aforesaid* Bond to the same *Plaintiff*, (although the *aforesaid Defendant*, by him *Plaintiff*, afterwards, to wit, the twentieth Day of *May*, in the Year *abovesaid*, at, &c. was required so to do,) but hath hitherto altogether refused, and still doth refuse to surrender or deliver up the said Bond to him, to the Damage of him *Plaintiff* eighty Pounds, and thereof he brings his Suit, &c.

For grazing of Cows.

York, to wit. *GW*, late of, &c. was attached to answer unto *WR*, of a Plea of Trespass upon the Case, &c. And whereupon the same *Plaintiff*, by *TH*, his Attorney, complains, That whereas the *aforesaid G*, on the twenty ninth Day of *September*, in the Year of our Lord One thousand seven hundred and thirty one, at, &c. in the County
afore-

aforesaid, in Consideration that he the same *W*, at the special Instance and Request of him *G*, had grazed for the same *G* three Cows, in a certain Close of him *W*, called *N*, in *W* aforesaid, for the Space of two Months, the same *G* assumed upon himself, and then and there faithfully promised the same *Plaintiff*, that he the same *Defendant* would well and truly pay and satisfy to the same *Plaintiff*, so much lawful Money of *Great Britain* as he the aforesaid *Plaintiff* hath reasonably deserved to have for the grazing of the Cows aforesaid, for the Space aforesaid, when he should be thereof requested; and the same *Plaintiff* avers, That he reasonably deserved to have, for grazing the Cows aforesaid, for the Time aforesaid, forty Shillings lawful Money of *Great Britain*: And whereas also the aforesaid *Defendant*, afterwards, to wit, the last Day of *October*, in the Year above-said, at *W* aforesaid, was indebted to the same *Plaintiff* in other forty Shillings, lawful Money of *Great Britain*, for the grazing of certain Cattle for the same *Defendant*, and at his Request, by the same *Plaintiff*, before that Time, at *W* aforesaid, grazed; and so being thereof indebted, the same *Defendant*, in Consideration thereof, assumed upon himself, and then and there faithfully promised, that he the same *Defendant* would well and truly pay and satisfy to the same *Plaintiff*, the aforesaid forty Shillings last mentioned, when he should be thereto required; yet the aforesaid *Defendant*, little regarding his several Promises and Assumptions aforesaid, in Form aforesaid made, but contriving and

Com. Pleas. fraudulently intending him *Plaintiff*, in thi^s Behalf, craftily and subtilly to deceive and defraud, hath not paid to the same *Plaintiff* the aforesaid several Sums of Money, &c. (as above.)

Against the Husband, Executor of his Wife, for Money due by the Wife whilst she was single.

York, to wit. R K. late of, &c. Executor of the Testament of E, his late Wife, was attached to answer unto T T, of a Plea of Trespass upon the Case, &c. And whereupon the same T, by J W, his Attorney, complains, That whereas the same E, in her Life-time, and whilst she was single, to wit, the twentieth Day of May, in the Year, &c. at, &c. was indebted to the same T in seven Pounds lawful Money of Great Britain, for the Service of him T, in and about the Business of her E, and at her Instance and Request, before then done, and for Money by him T, to the Use of her E, before that Time disbursed and laid out, and so being thereof indebted, the same Elizabeth, in her Life-time, and whilst she was single, to wit, the same twentieth Day of May, in the Year aforesaid, at, &c. assumed upon herself, and then and there faithfully promised the same T, to pay to the same T the aforesaid seven Pounds; yet the aforesaid E, whilst she was single, and the aforesaid Defendant and E, after the Espousals were celebrated between them and the aforesaid Defendant, after the Death

Death of her *E*, little regarding the Promise and Assumption of the aforesaid *E*, in Form aforesaid made, but contriving and fraudulently intending the same *T*, in this Behalf, craftily and subtilly to deceive and defraud, have not paid, nor hath either of them paid the aforesaid seven Pounds to the same *T*, (although the same *E*, whilst she was single, to wit, the first Day of *July*, in the Year above said, and the aforesaid *Defendant* and *E*, after the Espousals were celebrated between them, to wit, the second Day of *May*, in the Year above said, and the aforesaid *Defendant*, after the Death of her *E*, to wit, the tenth Day of *March*, in the Year of our Lord One thousand seven hundred and thirty one, at, &c. by the same *Plaintiff*, hath been required so to do,) but they have hitherto altogether refused, and the aforesaid *Defendant* still refuses to pay the same to him, to the Damage of him *Plaintiff* ten Pounds, and thereof he brings his Suit, &c.

*For Attorney's Fees against Defendant,
late a Maid, now a Widow.*

York, to wit. *Faith L*, Widow, lately called *Faith F*, single Woman, was attached by the Writ of the Lord the King of Privilege, issuing out of the Court here, to answer unto *T H*, Gentleman, one of the Attorneys of the Lord the King of the Bench, according to the Liberty and Privilege of the same Court, for such Attorneys, and other Ministers of the same Court used and approved of in the same, from the Time which

Com. Pleas. which it is not to be remembered, of a Plea of Trespass upon the Case, &c. And whereupon the same *Plaintiff*, in his proper Person, complains, That whereas the aforesaid *F*, on the — Day of, — at, &c. was indebted to the same *Plaintiff* in twenty eight Pounds lawful Money of *Great Britain*, as well for Money by him *Plaintiff* then, and long before, as aforesaid, being one of the Attornies of the Court of the Lord the King of the Bench here, in and about the Prosecution of a certain Suit in Law against one *G B*, by him *Plaintiff*, for the aforesaid *F*, by the Name of *F F*, and at her Request and Retainer in the same Court of the said Lord the King here, before then prosecuted, as Attorney for her *F*, laid out and disbursed, as for Labour and Attorney's Fees of him *Plaintiff*, for the Prosecution of that Suit, the aforesaid *F*, afterwards, to wit, the Day and Year abovesaid, at, &c. assumed upon herself, and then and there faithfully promised the same *Plaintiff*, that she, the aforesaid *F*, would well and truly pay and satisfy to the same *Plaintiff* the aforesaid twenty eight Pounds, when she should be thereto afterwards required: And whereas also the aforesaid *F*, afterwards, to wit, the — Day of — at, &c. accounted together with the same *Plaintiff*, as well of diverse Sums of Money by the same *Plaintiff* for the aforesaid *Defendant*, and at her Request, in and about the Prosecution of a Suit in Law for the aforesaid *Defendant*, before then owing and laid out, and to the same *Plaintiff* due and unpaid, as of diverse Sums of Money to the same *Plaintiff* then likewise
owing

Declarations in Case.

299

Com. Pleas.

owing from the said *F F*, for Attorney's Fees, and for the Labour of him *Plaintiff*, in and about the Prosecution of the aforesaid Suit, and upon that Account, the aforesaid *F* hath been found in Arrear towards the same *Plaintiff* in other twenty eight Pounds of like lawful Money, and being so found in Arrear, the aforesaid *Defendant*, afterwards, to wit, the aforesaid — Day of — at, &c. in Consideration thereof, assumed upon herself, and then and there faithfully promised the same *Plaintiff*, that she, the aforesaid *Faith*, would well and truly pay and satisfy to the same *Plaintiff* the aforesaid last mentioned twenty eight Pounds, when she should be thereto afterwards required; nevertheless, the aforesaid *F*, little regarding her several Promises and Assumptions aforesaid, but contriving and fraudulently intending him *Plaintiff*, in this Behalf, craftily and subtilly to deceive and defraud, hath not paid the aforesaid Sums of Money, or any Penny thereof, to the same *Plaintiff*, (although the aforesaid *F*, afterwards, to wit, the — Day of — at, &c. by him *Plaintiff* hath been required so to do,) but hath hitherto absolutely refused, and still doth refuse to pay him, or any ways to satisfy him for the same; to the Damage of him *Plaintiff* one hundred Pounds, and therefore he brings his Suit, &c.

At

Declarations in Case.

At the Suit of an Executrix of an Attorney, who was Agent for the Defendant, (another Attorney) in Chancery, Exchequer, King's Bench and Common Pleas.

Middlesex, to wit. George S, late of, &c. Gent. one of the Attornies of the Court of the Lord the King of the Bench, was attached to answer Elizabeth D, Widow, Executrix of the Testament and last Will of William D, Gent. lately one of the Attornies of the Lord the King of the Bench, of a Plea of Trespass upon the Case, &c. And whereupon the same Plaintiff, by T H, her Attorney, complains, That whereas the aforesaid Defendant, in the Life-time of the aforesaid W D, to wit, the first Day of November, in the Year of our Lord One thousand seven hundred and thirty, at Westminster, in Consideration that the same W D, (then and long before being one of the Attornies of the Court of the Lord the King of the Bench here) at the special Instance and Request of the aforesaid Defendant, (being likewise one of the Attornies of the same Court,) had well and truly prosecuted, solicited, practised, and took Care of diverse Writs of the Lord the King, and Business, and Suits in Law and Equity in the Court of Chancery of the Lord the King, and in the Court of his Exchequer, and in the Court of the Lord the King, before the King himself, and in the Court of the Lord the King of the Bench here, for the aforesaid Defendant, as

one

Declarations in Case.

301

Com. Pleas.

one of the Attornies of the same Court here, on his Behalf, and several Persons, his Clients, for a long Time, to wit, from the Term of Saint *Michael*, in the Year, &c. and from thence until the aforesaid first Day of, &c. aforesaid, as Attorney in the Court here, and as Agent and Sollicitor in the other Courts aforesaid for the same *Defendant*, and on that Occasion, had disbursed, laid out, and paid for the said *Defendant* many Sums of Money, and had received some Money from the same *Defendant* on that Behalf, assumed upon himself, and then and there faithfully promised the same *William*, in his Life-time, that he the aforesaid *Defendant* would well and truly pay and satisfy to the same *William*, when he should be thereto afterwards required, as well all such Sums of Money, which the aforesaid *William* so as aforesaid had disbursed, laid out, and paid, as he reasonably deserved to have for his Fees, Care, and Labour in and about the Premises, over and besides the Money by him so received: And the same *Plaintiff* avers, That the aforesaid *W*, in his Life-time, before the Promises and Assumptions aforesaid made, at, &c. on that Occasion, as aforesaid, had disbursed, laid out, and paid many Sums of Money, amounting in the whole to fifty Pounds lawful Money of *Great Britain*; and that he the same *William* reasonably deserved to have for his Fees, Care, and Labour in and about the Premises, of the aforesaid *Defendant*, eighteen Pounds three Shillings and six Pence like lawful Money, which said several Sums of Money amount in the whole to sixty eight Pounds
three

Com. Pleas. three Shillings and six Pence lawful Money of *Great Britain*, besides the Money received by him *William*, in that Behalf: And whereas also the aforesaid *Defendant*, the Day and Year abovesaid, at, &c. hath been indebted to the same *W*, in his Life-time, in sixty eight Pounds three Shillings and six Pence like lawful Money of *Great Britain*, for Money by him then, and long before, as aforesaid, being one of the Attornies of the Court of the Lord the King of the Bench here, (as such Attorney and Clerk in the Court here, and Solicitor and Agent for the same *Defendant*, being, as aforesaid, another Attorney of the same Court,) at his Request, and according to his Order and Appointment, in and about diverse Business, Actions, and Suits in Law and Equity of him *Defendant*, and his Clients, in the several Courts aforesaid, before that Time laid out, disbursed, and paid, and for the Fees, Care, and Labour of him *W*, in the Prosecution, Solicitation, and Practice of those Businesses, Actions, and Suits by him upon the Retainer, and on the Behalf of him *Defendant*, before then done and performed; and being so thereof indebted, the aforesaid *Defendant*, afterwards, to wit, the same Day and Year abovesaid, at, &c. in Consideration thereof, assumed upon himself, and then and there faithfully promised the aforesaid *William*, in his Life-time, that he, the aforesaid *Defendant*, would well and truly pay and satisfy to the same *William*, when he should be thereto afterwards required, the same sixty eight Pounds three Shillings and six Pence last mentioned, yet the

the aforesaid *Defendant*, little regarding his several Promises and Assumptions aforesaid, in Form aforesaid made, but contriving and fraudulently intending the aforesaid *William*, in his Life-time, and the aforesaid *Defendant*, after the Death of him *W*, of the aforesaid several Sums of Money to deceive and defraud, the aforesaid several Sums of Money, or any Penny thereof, to the aforesaid *William*, in his Life-time, or to the same *Plaintiff*, after the Death of him *William*, hath not paid, or any way contented them for the same, but hath altogether refused to pay the same to the aforesaid *William*, in his Life-time, and to the same *Plaintiff*, after the Death of him *William*, and still refuses to pay the same *Plaintiff*; wherefore the same *Plaintiff* saith, that she is the worse, and hath Damage to the Value of one Hundred Pounds, and thereof she brings her Suit, and brings here into Court the Letters Testamentary of him *William*, by which it fully appears to the Court here, her *Plaintiff* to be the Executrix of that Will, and thereof to have Administration, &c.

For Proctor's Fees in the Spiritual Court, by an Administrator.

Tork, to wit. *JW*, late of, &c. was attached to answer unto *WD*, Administrator of the Goods and Chattels which were *GD*, deceased, of a Plea of Trespass upon the Case, &c. And whereupon the same *Plaintiff*, by *TH*, his Attorney, complains, That whereas the aforesaid *G* in his Life-time, to
wit,

Com. Pleas.

wit, the first Day of *February*, in the Year of our Lord One thousand seven hundred and thirty, and for the Space of several Years before then past, was a Proctor of the Spiritual Court of *York*: And whereas also the aforesaid *Defendant*, at some other Time, to wit, in the Term of the *Holy Hillary*, in the Year of our Lord abovesaid, at the City of *York* aforesaid, had retained the aforesaid *G* to be the Proctor of him *Defendant* in the Spiritual Court aforesaid, at the City of *York* aforesaid, to prosecute and defend for the same *Defendant*, as his Proctor, a certain Suit and Controversy then depending in the Spiritual Court aforesaid, between the aforesaid *Defendant* and one *E M*; the aforesaid *Defendant* in Consideration thereof, assumed upon himself; and then and there faithfully promised the same *G* in his Life-time, that he, the aforesaid *Defendant*, would well and truly pay and satisfy to the same *G*, when he should be thereto afterwards required, so much Money as the same *G* in his Life-time about the Prosecution and Defence of the Suit and Controversy aforesaid, had laid out and disbursed: And also so much Money as the same *G* for his Fees and Labour in the Prosecution and Defence of that Suit and Controversy should deserve to have: And the same *Plaintiff* avers, that he, the aforesaid *G* in his Life-time, believinge the Promise and Assumption of him *Defendant*, in the same Term of the *Holy Hillary*, in the Year of our Lord abovesaid, and also for three Terms then next following, had been a Proctor in the Spiritual Court aforesaid,

and

and prosecuted and defended the Suit and Com. Pleas.
Controversy aforesaid, for the same four

Terms, for the aforesaid *Defendant*, in the same Spiritual Court aforesaid, and laid out and disbursed for the aforesaid *Defendant*, for the aforesaid four Terms, four Pounds ten Shillings in and about the Prosecution and Defence of the Suit and Controversy aforesaid, to diverse Officers, Clerks, and Ministers, in the same Spiritual Court aforesaid, and deserved to have for his Fees and Labour, in the Prosecution and Defence of the Suit aforesaid, for the aforesaid four Terms, other four Pounds and ten Shillings, to wit, at the City of *York* aforesaid, whereof the aforesaid *Defendant* afterwards, to wit, the Day and Year aforesaid, then and there had Notice. And whereas also the aforesaid *Defendant* afterwards, to wit, the twelfth Day of *December*, in the Year of our Lord One thousand seven hundred and thirty one, at the City of *York* aforesaid, was indebted to the same *G* in his Life-time, in Nine Pounds lawful Money of *Great Britain*, as well for diverse Sums of Money by the aforesaid *G* in his Life-time, laid out, and expended in and about the Prosecution and Defence of certain Suits and Controversies in the Spiritual Court aforesaid, at the special Instance and Request of him *Defendant*, by the aforesaid *G* in his Life-time, at the City of *York* aforesaid before that Time prosecuted and defended, as for Labour and Proctor's Fees of him *G* in his Life-time in that Behalf done and performed by the said *G* in his Life time, in

Com. Pleas.

and about the prosecuting and defending the said Suits and Controversies. And so being thereof indebted, the aforesaid *Defendant* afterwards, to wit, the twelfth Day of *December*, in the Year aforesaid, at the City of *York* aforesaid, in Consideration thereof assumed upon himself, and then and there faithfully promised the same *G* in his Life-time, that he, the aforesaid *Defendant*, would well and truly pay and satisfy to the same *G*, the aforesaid Nine Pounds last mentioned, when he should be thereto required. And whereas the aforesaid *Defendant* afterwards, to wit, the Day and Year last aforesaid, at the City of *York* aforesaid, in Consideration that the same *G*, in his Life-time, at the special Instance and Request of him *Defendant*, had prosecuted and defended as a Proctor in the Spiritual Court aforesaid, a certain Suit and Controversy depending in the Court aforesaid, between *EW*, Son of him *Defendant*, against the aforesaid *EM*, for the Space of four Terms then next following, assumed upon himself, and then and there faithfully promised the same *G* in his Life-time, that he, the same *Defendant*, so much Money as the same *G* in his Life-time, in, and about the Defence of the Suit and Controversy last mentioned, had laid out and disbursed, and also so much Money as the same *G*, for his Fees and Labour about the same had deserved to have to the same *G*, when he should be thereto afterwards required, would well and truly pay and satisfy. And the same *Plaintiff* avers, that the aforesaid *G* in his Life-time, giving Credit

Declarations in Case.

307

Com. Pleas.

to the Promise and Assumption of him *Defendant*, prosecuted and defended the Suit and Controversy aforesaid, in the Court aforesaid, for the Space of four Terms, to wit, from the Term of the *Holy Hillary* then next following, and also for three other Terms then next following; during which Time, he laid out and expended seven Pounds, in, and about the Defence and Prosecution of the Suit and Controversy aforesaid, to diverse Officers, Clerks, and Attendants of the Court aforesaid, for the aforesaid four Terms; and deserved forty Shillings for his Proctor's Fees and Labour, to wit, at the City of *York* aforesaid. Nevertheless, the aforesaid *Defendant* little regarding his several Promises and Assumptions aforesaid, in Form aforesaid made, but contriving, and fraudulently intending the aforesaid *G* in his Life-time, and him *Plaintiff*, after the Death of the same *G*, in this Behalf craftily and subtilly to deceive and defraud, hath not paid, or any ways satisfied the aforesaid several Sums of Money, or any Penny thereof, to the aforesaid *G* in his Life time, or to the same *Plaintiff*, after the Death of him *G*, (to whom Administration of all the Goods and Chattels which were the aforesaid *G*, by *TW*, Doctor of Divinity, Dean of the Cathedral Church, and Metropolitan of the Blessed *Peter* of *York*, and Head of the same Church, to whom all, and all Kind of Jurisdiction Spiritual and Ecclesiastical, which to the Archbishop of *York* in full Seat belonged, that Seat now empty is manifestly known to belong, from the ancient Foundation, to wit, the twenty

Declarations in Case.

Com. Pleas. eighth Day of *May*, in the Year of our Lord One thousand seven hundred and thirty two, at the City of *York* aforesaid, was granted;) although by the same *G* often in his Lifetime, and by him *Plaintiff*, after the Death of him *G*, and after Administration to him as aforesaid granted, to wit, the first Day of *September*, in the Year of our Lord One thousand seven hundred and thirty two, and often afterwards, at the City of *York* aforesaid, hath been demanded; but hath hitherto absolutely refused to pay them, and still refuses to pay the same to the said *Plaintiff*, to the Damage of him *Plaintiff*, One hundred Pounds; and thereof he brings his Suit, &c.

For Loading of Hay and Corn.

York, to wit. *Robert J*, late of, &c. was attached to answer *LF* of a Plea of Trespass upon the Case, &c. And whereupon the same *Plaintiff*, by *TH*, his Attorney, complains, That whereas the aforesaid *Defendant*, on the two and twentieth Day of *October*, in the Year of our Lord One thousand seven hundred and thirty one, at, &c. in Consideration that he, the same *Plaintiff*, at the special Instance and Request of him *Defendant*, with his Waggon and Horses had carried for the same *Defendant*, diverse Waine Loads, to wit, twenty Waine Loads of Corn from the Field called the *Town-Field*, of *Defendant* aforesaid, to the House of the aforesaid *Defendant*, in *B* aforesaid, the aforesaid *Defendant* assumed upon himself, and then and there faithfully promised the same *Plaintiff*,

Declarations in Case.

309

Com. Pleas.

Plaintiff, that he, the aforesaid *Defendant*, would well and truly pay, and satisfy to the same *Plaintiff*, such Sums of Money as the aforesaid *Plaintiff* reasonably deserved for Carriage of the Corn aforesaid. And the same *Plaintiff* avers, that he hath reasonably deserved for Carriage of the Corn aforesaid, twenty Shillings, lawful Money of Great Britain, to wit, at, &c. whereof the aforesaid *Defendant* afterwards, to wit, the Day and Year abovesaid, at, &c. had Notice. And whereas also the aforesaid *Defendant* afterwards, to wit, on the aforesaid twenty second Day of *October*, in the Year abovesaid, at, &c. had been indebted to the same *Plaintiff*, in other twenty Shillings like lawful Money, for carrying other twenty Waine Loads of Corn for the same *Defendant*, and at his Request by the aforesaid *Plaintiff*, with his Waggon and Horses before that Time done and performed; and so being thereof indebted, the aforesaid *Defendant* afterwards, to wit, the same two and twentieth Day of, &c. at &c. assumed upon himself, and then and there faithfully promised the same *Plaintiff*, that he, the aforesaid *Defendant*, would well and truly pay and satisfy to the same *Plaintiff*, the last mentioned twenty Shillings when he should be thereto requested. Nevertheless, the aforesaid *Defendant* little regarding his several Promises and Assumptions aforesaid, but contriving, &c. (as in others.)

X

By

Com. Pleas.

*By a Tutor in the UNIVERSITY of
Cambridge, for Instruction and Board.*

Cambridge, to wit. *J A*, late of, &c. Clerk, was attached to answer unto *J C*, Clerk, of a Plea of Trespas upon the Case, &c. And whereupon the same *Plaintiff*, by *T H*, his Attorney, complains, That whereas the aforesaid *Defendant*, on the twenty fifth Day of *May*, in the Year of our Lord One thousand seven hundred and twenty nine, at *Cambridge* aforesaid, put himself to be one of the Scholars of the College of *St. Peter*, vulgarly called *Peter-House College*, in the University of *Cambridge*, afterwards, to wit, the same Day and Year at *Cambridge* aforesaid, in Consideration that the same *Plaintiff*, at the special Instance and Request of him *Defendant*, would be the Tutor of him *Defendant*, to take Care of, and instruct in Arts, and do, and perform the rest which to the Office of a Tutor of him *Defendant* belonged, and provide Meat, Drink, and other Necessaries for the same *Defendant*, assumed upon himself, and then and there faithfully promised the same *Plaintiff*, that he, the same *Defendant*, would well and truly pay, and satisfy to the same *Plaintiff*, when he should be thereto afterwards required, as well such Sums of Money as the same *Plaintiff* should lay out, and disburse for Meat, Drink, and other Necessaries aforesaid, for the same *Defendant*, as such Sums of Money which the same *Plaintiff* should reasonably deserve to have for his Care and Labour in that Be-

half.

half. And the same *Plaintiff* avers, That he giving Credit to the faithful Promises and Assumption of the aforesaid *Defendant*, afterwards, to wit, the same twenty fifth Day of *May*, in the Year abovesaid, at *Cambridge* aforesaid, at the aforesaid special Instance and Request of the aforesaid *Defendant*, was Tutor of him *Defendant*; and as his Tutor, took Care of, and did instruct in Arts the same *Defendant*, for the Space of three Years, and Half a Year then next following; and did, and performed the rest which to the Office of a Tutor of the same *Defendant*, for the Time aforesaid; and that he reasonably deserved on that Account, to have from the said *Defendant* twenty Pounds, of lawful Money of *Great Britain*. And the said *Plaintiff* also avers, That for the Time aforesaid, he did find and provide for the said *Defendant*, Meat, Drink, and diverse other Necessaries, for which he, the said *Plaintiff*, did lay out, and expend the Sum of seventy eight Pounds of lawful Money; of all which said Premises, the said *Defendant*, from the said *Plaintiff*, had Notice. And whereas also the aforesaid *Defendant* afterwards, to wit, the first Day of *May*, in the Year of our Lord One thousand seven hundred and thirty two, abovesaid, at the City of *York* aforesaid, had been indebted to the same *Plaintiff*, in ninety Pounds like lawful Money, for other Money by him *Plaintiff*, for the same *Defendant*, at the like Instance and Request of the aforesaid *Defendant*, as Tutor of him *Defendant* in the College aforesaid, before that Time laid out and disbursed; and so being thereof

Com. Pleas. indebted, the aforesaid *Defendant* afterwards, to wit, the same first Day of *May*, in the Year of our Lord One thousand seven hundred and thirty two abovesaid, at C aforesaid, in Consideration thereof, assumed upon himself, and then and there faithfully promised the same *Plaintiff*, that he, the aforesaid *Defendant*, would well and truly pay and satisfy to the same *Plaintiff*, the aforesaid Sum last mentioned, when he should be thereto afterwards required. Nevertheless, the aforesaid *Defendant* in no wise regarding his several Promises and Assumptions aforesaid, in Form aforesaid made, but contriving, and fraudulently intending him, the said *Plaintiff*, in this Behalf, craftily and subtilly to deceive and defraud, hath not as yet paid the aforesaid several Sums of Money, to the same *Plaintiff*, (although the aforesaid *Defendant* afterwards, to wit, the same first Day of *May*, in the Year of our Lord One thousand seven hundred and thirty two abovesaid, and often afterwards, at the City of *York* aforesaid, by the aforesaid *Plaintiff*, had been requested so to do;) but he hath hitherto altogether refused, and still doth refuse to pay the same to him, to the Damage of him *Plaintiff*, One hundred and twenty Pounds; and on this Account he brings his Suit, &c.

DECLA-

DECLARATIONS *in Covenant.*

On a Lease for Tithes.

YORK, to wit. *Thomas P*, late of, &c. otherwise called *T P*, late of, &c. (*as in the Lease*.) was summoned to answer unto *H D*, Clerk, of a Plea, That he perform to him the Covenant between them made, according to the Force, Form, and Effect of certain Indentures thereof made between them, &c. And whereupon the said *H*, by *D R*, his Attorney, saith, That whereas, by a certain Indenture, made at *Owram*, in the County aforesaid, the twenty third Day of *April*, in the Year of our Lord One Thousand seven hundred and twenty nine, between him *H*, by the Name of *Henry Denton*, Clerk, Rector of *Barnistun*, and Vicar of *Owram*, in the County of *York*, of the one Part, and the aforesaid *T*, by the Name of *T P*, of *Owram* aforesaid, Gent. of the other Part, which other Part, signed with the Seal of the aforesaid *T*, the same *H* brings here into Court, the Date of which is the same Day and Year. *It is witnessed*, That the same *H*, for, and in Consideration of the Rent and Covenants, in and by the same Indenture reserved and expressed, on the Part and Behalf of the said *T P*, his Executors, Administrators, and Assigns, to be paid, done, and performed, did demise, grant, set, and to Farm let, and by the same Indenture hath demised, granted, set, and to Farm let, unto the aforesaid *T P*, his Executors, Administrators, and Assigns, all that the Vicaridge-house, of *Owram* aforesaid, and

Com. Pleas.

and all the Glebe Lands, to the same Vicaridge of *Owram* aforesaid belonging, and all the Tithes of Grass, Corn, and Hay, Wool, and Lambs, Offerings, Oblations, lesser and small Tithes whatever, coming, growing, renewing, and accruing within the Vicaridge, Village-fields, and Rectory of *Owram* aforesaid, or the titheable Places thereof; and also all such Tithes whatsoever, within the Lordship of *Owram* aforesaid, as did belong or appertain to the Rectory or Parsonage of *Barniston* aforesaid, and all other Tithes and Rights whatsoever, of the same *H B*, in *Owram* aforesaid, with their, and every of their Rights, Members, and Appurtenances, except out of the same Demise, to the same *H B*, all Rent of Tithes on Composition, called a Composition by the Rent, payable yearly of the Fee, after the Feast of Saint *John the Baptist*, called *Midsummer*, to have and to hold the said Vicaridge-house, Tithes, and all and singular other the Premises, in the Indenture aforesaid mentioned, or intended by the same Indenture to be granted, and demised, with their, and every of their Appurtenances; except as before excepted, unto the said *T P*, his Executors, Administrators, and Assigns, from the Feast of Saint *Mark the Evangelist*, then next following, the Date of the Indenture aforesaid, for and during the Term of two Years, from thence next ensuing, fully to be completed, expired, and ended, yielding, and paying yearly, and every Year during the said Term: And the said *T P*, for himself, his Executors, and Administrators, hath cove-

nanted,

For Payment
of the Rent.

nanted, promised, and agreed, by that Indenture, to yield and pay yearly, and every Year during the said Term, to the same *H B*, or his Assigns, the yearly Rent, or Sum of thirty six Pounds, good and lawful Money of *Great Britain*, at the two Feasts, or Times of Payment, in the Year, to wit, the Feasts of Saint *Martin* the Bishop, in Winter, and Saint *Mark* the Evangelist, by even and equal Portions; the first Payment to begin and be made at the Feast of Saint *Martin* the Bishop, in Winter, then next ensuing the Date of the Indenture aforesaid: And the said *T P*, for himself, his Heirs, Executors, and Administrators, hath covenanted, promised, and agreed to and with the same *H B*, his Executors, Administrators, and Assigns, in Manner following, to wit, That he, the said *T P*, his Executors, Administrators, and Assigns, from Time to Time, during the said Term of two Years, by that Indenture granted, would well and sufficiently repair, sustain, maintain, and keep the said Vicaridge-house, and all Out-houses, Barns, Stables, and Walls thereunto belonging, with good and sufficient Repairs, Fences, and Amendments of all Kinds, (the great Foundation Wall only excepted) and at the End of the said Term, would leave and resign the same, in such good and sufficient Repair, to the said *H B*, or his Assigns, and also would pay and bear all Church Taxes, Poor Rates, Constable, Parish, and small Dues and Rates for all the Premises aforesaid, during the whole said Term, and also from Time to Time, during the said Term, would duly pay and perform

Com. Pleas.

Lessee cove-
nant to repair,
and leave Pre-
misses in good
Repair.

Covenant to
pay Church
Taxes.

all

Com. Pleas.

*That Defen-
dant hath not
performed any
of the Cove-
nants.*

*First Breach.
Hath not paid
Rent.*

all the several Covenants, and Things, as by that Judgment, amongst other Things, more fully appears; by Vertue of which Demise, the aforesaid *T*, on the Morrow of the Feast of Saint *Mark* the Evangelist, in the Year aforesaid, entered upon the aforesaid Tenements and Premises, with the Appurtenances, by the same Indenture above demised, and was thereof possessed, and had, and occupied all and singular the same Tenements and Premises, with the Appurtenances, for the whole Term aforesaid: And although the same *H* hath well and truly performed, fulfilled, and kept all and singular the Covenants, Grants, and Agreements in the Indenture aforesaid contained, on his Part, to be performed, fulfilled, or kept, according to the Form and Effect of that Indenture also, protesting, that the aforesaid *T P* hath not performed, fulfilled, or kept any of the Covenants, or Agreements, in the said Indenture contained, on his Part to be performed, fulfilled, or kept, according to the Form and Effect of that Indenture, the same *H* avers, That at the Feast of Saint *Mark* the Evangelist, in the Year, &c. eighteen Pounds of the Rent aforesaid, for half a Year, ending at the same Feast, to the same *H*, were in Arrear, and not paid; and that the aforesaid *T* hath not paid to the same *H* the aforesaid eighteen Pounds, at the aforesaid Feast of Saint *Mark* the Evangelist, in the Year, &c. aforesaid, nor ever afterwards, hitherto, which he ought to have paid to him, at the same Feast, according to the Form and Effect of the Indenture aforesaid: And the same *H* further saith,
That

Declarations in Covenant.

317

That at the End of the Term aforesaid, and for half a Year then last past, the Hedges and Fences of the demised Premises, to wit, fifty Perches of Hedges, and forty Perches of Fencing, of the demised Premises, were in great Decay, for want of Reparation and Amendment thereof, contrary to the Form and Effect of the Indenture aforesaid; and that at the End of the Term aforesaid, the aforesaid *T* hath not yielded up to the same *H*, or his Assigns, the Possession of the aforesaid House, but the Possession thereof, afterwards, and untill the Day of suing out the Original Writ of him *H*, to wit, the eleventh Day of *May*, in the Year abovesaid, and also hitherto, against the Will of him *H*, had held and kept, against the Form and Effect of that Indenture: And so the same *H* saith, That the aforesaid *T*, although he hath often required the Covenants aforesaid, with the same *H*, in this Behalf to be made, hath not kept to the same *H*, but broke the same, and hath hitherto denied, and still doth deny to keep the same to him, wherefore he saith that he is the worse, and hath Damage to the Value of Ten Pounds, and thereof brings his Suit, &c.

Com. Pleas.

Second Breach.

Hath not re-

paired the

Fences and

Hedges.

Third Breach.

Hath not left

Possession at

the End of the

Term.

*Upon a Demise of a Capital Messuage
for Ninety Nine Years, if Lessor and
Lessee shall so long live.*

Chester, to wit. *Richard Leving*, late of,
&c. Knight, otherwise called, &c. was summoned to answer to *Mary Calverly*, Widow,
of

Com. Pleas.

of, a Plea, that he perform to her the Covenant between them made, according to the Form and Effect of a certain Indenture, thereof made between them, &c. And whereupon the said *Mary*, by *D R*, her Attorney, saith, That whereas, by a certain Indenture, made at *T*, in the County aforesaid, between the aforesaid *Mary Calverley*, by the Name of *Mary Calverley*, of the City of *Chester*, Widow and Relict of *George Calverley*, late of *L*, in the County of *Chester*, Gent. deceased, of the one Part, and the aforesaid *Richard Leving*, by the Name of *Richard Leving*, Esq; Recorder of the City of *Chester*, of the other Part, the Counter-part of which said Indenture, sealed with the Seal of the aforesaid *Richard Leving*, Esq; bearing Date the same Day and Year, the same *Mary Calverley* brings here into Court: By which *It is witnessed*, That the aforesaid *M C*, for, and in Consideration of the Rent and Covenants, after in the same Indenture made, mentioned and expressed, and for diverse other good Causes and Considerations, the said *Mary Calverley* thereto moving, did demise, grant, set, and to Farm let, and by the same Indenture hath demised, granted, set, and to Farm let, to the aforesaid *R L*, all that Capital Messuage, Tenement, and Mansion House, situate, lying, and being in the City of *Chester*, in, or near a certain Street there, called *Bridge-Street*, upon the East Part of the same Street, then, or late in the Tenure, Occupation, or Possession of *E L*, and also all those Rooms, called the Lower House, and lying under the aforesaid Messuage, before then in the Tenure, Occupation,

or

Declarations in Covenant.

319

Com. Pleas.

or Possession of one *J R*, deceased; and also all and singular Houses, Edifices, Structures, Orchards, Gardens, Yards, Backsides, Cellars, Ways, Water-Courses, Lights, Easements, Priviledges, Profits, Commodities, Advantages, and Hereditaments whatsoever, to the aforesaid Messuage, Rooms, and Lower House, separately, or together, belonging, or in any wise appertaining, or to, or with the same, or any Part thereof, separately, or together, then used, occupied, or enjoyed, or reputed, accepted, taken, or known to be Part, Parcel, or Member of them, or any of them; and also all the Estate, Right, Title, Interest, Claim, and Demand whatsoever, of the aforesaid *Mary Calverley*, of, in, or to a certain Seat, called a Pew, or Seat, situate, and being in the Parish Church of Saint *Mary*, within the City of *Chester*: And the aforesaid *Mary Calverley*, for the Considerations aforesaid, by the same Indenture, demised and granted to the aforesaid *R L*, several Goods, and Chattels, and Implements of Household, which then were mentioned in a certain Schedule, to the aforesaid Indenture annexed, to have, hold, and enjoy the aforesaid Capital Messuage, Rooms, and Lower House, and also the aforesaid Goods, and Chattels, and Implements of Household, and all, and singular other the aforesaid demised Premises, with their, and every of their Appurtenances, unto the aforesaid *R L*, and his Assigns, from the aforesaid first Day of *May*, then next ensuing the Date of the Indenture aforesaid, for, and during the Term, and unto the full End and Term of Ninety Nine Years, from thence

*Grants the
Right of a Seat
in the Church.*

Com. Pleas. thence next ensuing, fully to be compleat and ended, (if the aforefaid *Mary Calverley*, and *Richard Leving*, should both of them so long live.) yielding, and paying, therefore, yearly, during the aforefaid Term, or during so much thereof, as the Premisses should continue, or might continue in the State and Condition, afterwards, in the same Indenture mentioned, to the aforefaid *Mary Calverley*, and her Assigns, the yearly Rent of twenty five Pounds, lawful Money of *Great Britain*, upon the Feast Days of Saint *Michael* the Archangel, and the Annunciation of the blessed Virgin *Mary*, by even and equal Porti-

Proviso. on Default of Payment of the Rent, and no sufficient Distress to re-enter.

ons; provided always, that if it should happen, the aforefaid yearly Rent, or any Part thereof, to be behind, or unpaid, by the Space of twenty Days, next after any of the aforefaid Feast Days, whereon the same ought to be paid, as abovesaid, and no sufficient Distress should or could be found in or upon the Premisses aforefaid, or any Part thereof, that then, and from thenceforth, it should and might be lawful to and for the said *MC*, and her Assigns, into the aforefaid demised Premisses, and every Part and Parcel thereof, to re-enter, and the same to have again, repossess, and enjoy, as in his, or their former Estate, the aforefaid Indenture, or any thing therein contained, to the contrary thereof, in any wise notwithstanding: And the aforefaid *R L*, for himself, his Executors, Administrators, and Assigns, did covenant and grant, to and with the aforefaid *MC*, her Executors, Administrators, and Assigns, by the same Indenture, That the aforefaid *R L*, his

Declarations in Covenant.

321

his Executors, Administrators, and Assigns, for, Com. Pleas.
 and in Consideration of the Premises, from
 Time to Time, and at all Times, from thence-
 forth thereafter, during the said Term, de-
 terminable as abovesaid, should pay the afore-
 said annual Rent, reserved on the aforeaid *Covenant for*
 Premises, at the Days aforeaid, for all, or *Payment of*
 so much Time thereof, as he, or they, should *Rent.*
 enjoy the Premises, in the State and Condition,
 in the same Indenture mentioned, and
 from Time to Time, and at all Times, during
 the Term aforeaid, or so much thereof as
 the Substance of the aforeaid Premises, and
 every Part thereof, should be, or without the
 Default of the aforeaid *R L*, or his Servants,
 or Family, remain, and continue, and be in
 the State and Condition in which they then
 were, at the Time of the executing the In-
 denture aforeaid, should repair and amend
 the aforeaid demised Premises, and every
 Part and Parcel of the same, and every Thing
 upon, or belonging to the aforeaid demised
 Premises, or any Part, or Parcel of the same,
 in such sufficient good Manner, as the afore-
 said *R L* should find the same, should repair,
 at the Time of the Commencement of the
 Term aforeaid, and not otherwise; provided *Lessee cove.*
 always, That if the aforeaid Premises, or *wants to repair*
 any Part thereof, should happen to be burnt, *and leave the*
 destroyed, or fallen down, for, or by Reason *Premises as he*
 of the immediate Default, or Neglect of the *found them.*
 aforeaid *R L*, his Servants, or Family, that
 then, and in such Case, the aforeaid *R L*
 should well and sufficiently repair the afore-
 said Premises, and answer the aforeaid Rent,
 reserved as aforeaid, according to the true
 Intent

Com. Pleas. Intent and Purpose of the aforesaid Indenture, (any Thing in the same Indenture contained to the contrary, in any wise, notwithstanding,) as by the Indenture aforesaid, amongst other Things, more fully and plainly appears; by Vertue of which said Demise, the aforesaid *R L*, afterwards, to wit, the second Day of *May*, next following after the Date of the Indenture aforesaid, into the aforesaid Messuage, with the Appurtenances, entered; and was, and still is thereof possessed, and the aforesaid Messuage and demised Premises, at the aforesaid Time of the Commencement of the aforesaid Term of Years, by the Indenture aforesaid, as aforesaid, granted, were in good, and sufficient, and tenantable Repair; and also the same *MC* hath well and sufficiently observed, performed, and fulfilled all and singular the Covenants, Grants, Promises, and Agreements, in the Indenture aforesaid specified, on the Part of her *MC* to be observed, performed, and fulfilled, according to the Form and Effect of the Indenture aforesaid; and protesting also, that the aforesaid *R L* hath not kept, observed, performed, and fulfilled any of the Covenants, Grants, Promises, or Agreements, in the same Indenture specified, on the Part of him *R L* to be observed, performed, fulfilled, and kept, according to the Form and Effect of the Indenture aforesaid. The same *MC* avers, That the aforesaid demised Premises now are, and for the whole Time next following after the Execution of the Indenture aforesaid, hitherto were, and have continued of the like and such Condition, as they

they were at the Time of executing the Indenture aforefaid, (except the feveral Defaults of Reparations thereof, here under mentioned, by him *R L*, contrary to the Form and Effect of his Covenant aforefaid, in that Behalf, abovementioned. And the fame *Mary Calverley* further avers, That Seventy two Pounds ten Shillings, lawful Money of *Great Britain*, of the Rent aforefaid, as is aforefaid referved, for two Years, and half a Year, ending at the Feaft of the Annunciation of the Blessed Virgin *Mary*, in the Year, &c. to the fame *MC* were in Arrear, due, and payable, and that the aforefaid *R L*, although often required, &c. at any Time hitherto hath not paid the aforefaid Seventy two Pounds ten Shillings, or any Penny thereof, to the fame *MC*, or any way fatisfied her for the fame. And the fame *MC* further avers, That the aforefaid *R L*, within the Term aforefaid, by the Indenture aforefaid, granted, to wit, the first Day of *April*, in the Year, &c. and for the Space of eight Years, then laft past, and from thence, until the Day of fuing out the Original of her *MC*, hath fuffered the aforefaid Capital Messuage, and three Out-houfes, Parcel of the Tenements aforefaid, above as aforefaid demised, and fix Chambers, two Lofts, and ten other Rooms in the Messuage aforefaid, to become very ruinous, and altogether decayed, in the principal Foundation-Wall, Girders, Rafts, Leaden Gutters, and Milling, and hath also fuffered fix Leaden Gutters, and fix Leaden Channels, other Parcel of the demised Premiffes, to become broken, spoiled, and ruined, and hath also fuffered

Com. Pleas.

the Party Walls, to wit, one thousand Feet of Party Walls, ten Doors, ten Locks, ten Bolts, and one hundred Casements, and the Pavement, and Floors, and ten Pair of Stairs, other Parcel of the aforesaid Premises, above as aforesaid demised, to be altogether in Decay, destroyed, spoiled, thrown down, rotten, broken, taken away, and lost, for want of necessary Amendments, Repairs, and Preservation of the same; by which the gross Foundation of the Messuage aforesaid, by Storm and Rain descending thereupon, for the aforesaid want of Covering, and for want of the Gutters thereof, by Force of the Wind blowing thereupon, is become rotten and corrupted, and that Messuage, by reason of that Corruption and Rottenness, is ruined, against the Form and Effect of the Indenture aforesaid; and so the same *MC* saith, that the aforesaid *RL* hath not held his Covenant with the same *MC*, in this Behalf made, to the same *MC*, but hath entirely broke the same, and hitherto absolutely denies, and still doth deny to hold the same to her, to the Damage of her *Mary*, Two Hundred and fifty Pounds, and thereof she brings her Suit, &c.

P L E A.

Plea. And the same *RL*, by *TH* his Attorney comes and defends the Force and Injury when and where, and as the Court shall thin fit. And as to the Breach of Covenants aforesaid, for that the Seventy two Pounds ten Shillings of the Rent aforesaid, for the aforesaid two Years, and Half a Year, end

Declarations in Covenant.

325

ing at the aforesaid Feast of the *Annunciation* Com. Pleas.
of the *Blessed Virgin Mary*, in the Year, &c.
abovesaid, to the same *MC*, by the Decla-
ration aforesaid, supposed to be in Arrear,
the same *R* saith, That nothing of that Rent *of the Rent,*
is in Arrear to the same *MC*, and of this *nothing in Ar-*
puts himself upon the Country, and the a- *rear, and Issue.*
foresaid *M. Calverly* thereof likewise. And as *As to the*
to the Breach of the Covenant aforesaid, in *House, Out-*
suffering the aforesaid Capital Messuage and *houses, Cham-*
three Outhouses, Parcel of the Tenements *bers, Tiling, &c.*
aforesaid, as is reported, demised, and six *out of Repair,*
Traverse.
Chimneys, ten Chambers, two Lofts, and ten
other Rooms in the Messuage aforesaid, to
be very ruinous, and throughly, in Decay in
the Foundation of the principal Wall, Gir-
ders, Rafter, Leaden Gutters, Tiling, and
Lathing of them by the Declaration aforesaid,
supposed to be done, the same *R* saith,
That the aforesaid *MC*, ought not to have,
or maintain her Action aforesaid thereof,
against him, because he saith, that those
Premises, from the Time of executing the
indenture aforesaid, were hitherto well, and
sufficiently repaired; without this, that he,
the same *R* hath suffered the Capital Mes-
sage, and three other Out-houses, Chim-
neys, Chambers, Lofts, and Rooms, or any
Parcel thereof, to become ruined and de-
cayed, as by the Declaration aforesaid above
supposed; and this he is ready to justify:
Wherefore prays Judgment if the aforesaid
MC ought to have, or maintain her Action
aforesaid thereof against him, &c. And as
to the Breach of Covenant aforesaid, in suf-
fering the aforesaid six Leaden Gutters, and

Com. Pleas.

fix Leaden Channels, other Parcel of the
 aforesaid demised Premises to be broken,
 spoiled, and ruined, by the Declaration a-
 foresaid, above supposed to be done, the
 same *R* saith, That the aforesaid *MC*, ought
 not to have, or maintain her Action afore-
 said thereof against him, because he saith,
 That those Gutters and Channels, from the
 Time of executing the Indenture aforesaid,
 were hitherto well and sufficiently repaired,
 according to the Form and Effect of the
 Indenture aforesaid; without this, that the
 same *R* hath suffered those Gutters, and
 Channels, or any Part thereof to be broken
 spoiled, and ruined, so as by the Declara-
 tion aforesaid above supposed; and this he
 is ready to justify: Wherefore prays Judge-
 ment, if the aforesaid *MC* ought to have
 or maintain her Action aforesaid thereon
 against him, &c. And that also the Breach
 of the Covenant aforesaid, in suffering the
 aforesaid Party-Walls, Doors, Locks, Bolts
 Casements, Pavements, and six Pair of Stairs
 other Parcel of the demised Premises, to be
 in Decay, destroyed, spoiled, pulled down
 rotten, broken, taken away, and lost, for
 want of necessary Amendments, Repairs, and
 Preservation of the same, by the Declara-
 tion aforesaid above supposed to be done
 the same *R* saith, That the aforesaid *MC*
 ought not to have, or maintain her Action
 aforesaid thereof against him, because he
 saith, that from the Time of making the
 Indenture aforesaid, hitherto the Party-Walls
 Doors, Locks, Bolts, Casements, Pavement
 and ten Pair of Stairs aforesaid, were well

*Traverse, as to
 the Reparations
 of the Gutters
 and Channels.*

and sufficiently amended, repaired, and preserved; without this, that the same *R* hath suffered the Party-Walls, Doors, Locks, Bolts, Casements, Pavements, and ten Pair of Stairs, *Traverse, as to the Reparation of the Party-Walls, Doors, Stairs, &c.* aforefaid, or any Parcel thereof, to be in Decay, destroyed, spoiled, pulled down, rotten, broken, carried away, or destroyed; for Default of Amendment, Reparation, and Preservation thereof, so as by the Declaration aforefaid above supposed; and this he is ready to make appear: Wherefore he prays Judgment if the aforefaid *MC* ought to have, or maintain her Action aforefaid thereof against him, &c.

REPLICATION.

And the aforefaid *MC*, as to the aforefaid *Replication*, Plea of the aforefaid *R L*, as to the aforefaid Breach of the Covenant aforefaid, in suffering the aforefaid Capital Messuage, and three Out-houses, Parcel of the Tenements aforefaid above, as aforefaid demised, and the aforefaid six Chimneys, ten Chambers, two Lofts, and ten other Rooms, in the Messuage aforefaid, to be very ruinous, and altogether decayed in the Foundation of the principal Wall, Girders, Rafters, Leaden Gutters, Lathing, and Tiling, of the same above pleaded, in Bar, saith, That she, the same *MC*, for any Thing by the same *R*, above thereof in Pleading alledged, ought not to be precluded from having her Action aforefaid thereof against him, because, as before, she saith, That the aforefaid *R L* hath suffered the aforefaid Capital Messuage,

Com. Pleas. and three Out-houses, and the aforefaid fix Chimnies, ten Chambers, two Lofts, and ten other Rooms, in the Meffuage aforefaid, to be very ruinous, and altogether decayed in the principal Foundation-Wall, Girders, Rafters, Leaden Gutters, Lathing, and Tiling of the fame, in Manner and Form fo as ſhe the ſame Lady *MC*, by her Bill aforefaid, above thereof hath declared; and prays that this may be enquired by the Country, and the aforefaid *RL* thereof likewise. And as to the aforefaid Plea of the aforefaid *RL*, as to the Breach of the Covenant aforefaid, in ſuffering the aforefaid fix Leaden Gutters, and fix Leaden Channels, other Parcels of the aforefaid demised Premiffes to be broken, ſpoiled, and ruined, above pleaded in Bar, ſhe, the ſame *MC*, ſaith, That ſhe, for any Matter by the ſame *RL*, above thereof in Pleading alledged, ought not to be precluded from having her Action aforefaid thereof againſt him, becauſe, as before, ſhe ſaith, That the aforefaid *RL*, hath ſuffered the aforefaid fix Gutters, and fix Leaden Channels, to be broken, ſpoiled, and ruinous, in Manner and Form, fo as ſhe *MC*, by her Declaration aforefaid hath above thereof declared; and prays that this may be likewise enquired by the Country, and the aforefaid *RL* likewise. And as to the aforefaid Plea of the aforefaid *RL*, as to aforefaid Breach of the Covenant aforefaid, in ſuffering the aforefaid Party-Walls, Doors, Locks, Bolts, Caſements, Windows, Pavements, Floors, and ten Pair of Stairs, other Parcel of the demised Premiffes, to be decayed,

*Issue upon the
first Traverse.*

*Issue upon the
second Traverse.*

cayed, destroyed, spoiled, fallen down, rotten, broken, carried away, and lost, for want of necessary Amendment, Reparation, and Preservation of the same above pleaded in Bar, she, the same *MC* saith, That she, for any Matter by the same *RL*, above thereof in Pleading alledged, ought not to be precluded from having her Action aforesaid thereof against him, because, as before, she saith, That the aforesaid *RL*, hath suffered the aforesaid Party - Walls, and the aforesaid ten Doors, ten Locks, ten Bolts, and One hundred Windows, and the aforesaid Pavements and Floors, and ten Pair of Stairs, to be entirely decayed, destroyed, spoiled, fallen down, rotten, broken, carried away, and lost, for want of necessary Amendment, Reparation, and Preservation of the same, in Manner and Form, so as she the same *MC*, by her Declaration aforesaid hath thereof above declared; and she prays this may be likewise enquired by the Country, and the aforesaid *RL* likewise. And because as well the Issue aforesaid, as the several other Issues aforesaid, between the Parties aforesaid, above likewise joyned, ought to be tried by Men of the County Palatine of *Chester*, to wit, of the Neighbourhood of *T* aforesaid, in the aforesaid County of *Chester*, where the Writ of the Lord the King doth not run, and not elsewhere; therefore the Record of the Plaint aforesaid, is sent to the Justices of him the Lord the King of the County of *Chester*, so that the same Justices, by the Writ of the Lord the King of that County, duly made,

Issue upon the third Traverse.

The Record is sent to the Justices of Chester.

Declarations in Covenant.

Com. Pleas. do cause to be given in Charge to the Sheriff of the same County, that he cause to come before the same Justices of the said Lord the King of the County of *Chester* afore said, at the next Sessions for that County, after that the Record afore said was delivered to them twelve lawful and honest Men of the Neighbourhood of *T* afore said, in the afore said County of *Chester*, by whom, &c. and who neither, &c. to Recognize, &c. because as well, &c. And when the Averments, and several Issues afore said shall be done and tried, that then the afore said Justices shall send the Record of the Plaint afore said, with all that shall be done thereof, to the Justices of the Court of the said Lord the King of the Bench at *Westminster*, at a certain Day, which the same Justices of the County Palatine afore said, to the Parties afore said, in the same Court there shall appoint to hear their Judgment thereof, &c. And it is charged to *MC*, that she may follow with Effect at her Peril, &c.

For not paying of Money on a Mortgage.

London, to wit. *JR*, late of, &c. otherwise called, &c. was summoned to answer *RU* of a Plea, that he perform to him the Covenant between them made, according to the Force, Form, and Effect, of certain Indentures thereof made between them, &c. And whereupon the same *Robert*, by *DR*, his Attorney, saith, That by a certain Indenture made at *L* afore said, to wit, in the Parish, &c. the five and twentieth Day of
October,

Declarations in Covenant

331

October, in the Year One thousand seven hundred and thirty, between the aforesaid *J R*, by the Name of, &c. of the one Part, and the aforesaid *R U*, by the Name of, &c. of the other Part ; one Part of which said Indenture, sealed with the Seal of him *J*, the same *R* brings here into Court, bearing Date the same Day and Year, for and in Consideration of the Sum of Three hundred Pounds, lawful Money of *Great Britain*, to him the said *J R* in Hand paid, by the said *R U*, at or before the Sealing and Delivery of the same Indenture, the Receipt whereof the said *J R*, by the same Indenture acknowledged and confessed ; and thereof, and of every Part and Parcel thereof, acquitted and discharged the said *R W*, his Executors, Administrators, and Assigns, and every of them for ever. By that Indenture, he, the said *J R*, granted, and to Farm Let, and by the same Indenture did grant, and to Farm Let, to the said *R U*, his Executors, Administrators, and Assigns, all those eight Acres of Land, (*the Parcels as in the Indenture*,) to have and to hold the said Lands, Tithes, and Premises, with the Appurtenances, unto the said *R U*, his Executors, Administrators, and Assigns, from the Day of the Date of the same Indenture, for, and during the whole Time, and unto the full End and Term of a thousand Years, from thence next following, and fully to be compleat and ended. Provided always, and that Indenture was upon Condition. Nevertheless, that if the aforesaid *J R*, his Heirs, Executors, or Administrators, should well and truly pay, or

cause

Com. Pleas.

Com. Pleas.

cause to be paid to the said *R W*, his Executors, Administrators, or Assigns, at, or in the Common Dining-Hall of the *Inner-Temple*, *London*, the full Sum of Three hundred and fifteen Pounds, lawful Money of *Great Britain*, at, or upon the twelfth Day of *January* next ensuing the Date of the same Indenture, between the Hours of eleven and twelve of the Clock in the Forenoon, without any Deduction, or Abatement out of that Money, for, or in Respect of any Taxes, Charges, or other Matter, or Thing whatsoever imposed, or to be imposed upon the Premises, or any of them, by Authority of Parliament, or otherwise; that then, and from thenceforth, that Indenture, and the Estate and Term thereby created, should cease, determine, and be utterly void. And the said *J R* for himself, his Heirs, Executors, and Administrators, and every of them, hath covenanted, promised, granted, and agreed to, and with the said *R U*, his Executors, Administrators, and Assigns, and to and with every of them by the same Indenture, that he, the said *J R*, his Executors, Administrators, and Assigns, or some of them, would well and truly pay, or cause to be paid to the said *R U*, his Executors, Administrators, or Assigns, the said Sum of Three hundred and fifteen Pounds, at the Day, and Time, and Place of Payment aforesaid, without any Deduction, or Abatement thereout, or out of any Part thereof as aforesaid, according to the Tenour and Effect, and true Intent and Meaning thereof, without any Fraud or Coven, so as by that Indenture amongst other

other Things more fully and at large appears. And the same *R* avers, that the aforesaid *J* hath not paid, or caused to be paid to the same *R*, or his Assigns, the said Sum of Three hundred and fifteen Pounds, or any Part thereof, at the Hall aforesaid, being in the Parish of Saint *Dunstan in the East*, London, upon the Day aforesaid, and between the Hours aforesaid above in that Behalf appointed, according to the Force, Form, and Effect of the Indenture aforesaid; but the same Sum of Money wholly to the same *R* still is unpaid; and so the aforesaid *J*, although often requested, hath not held, but broke his Covenant aforesaid, above in that Behalf made with the aforesaid *R*; and hath hitherto absolutely denied, and still doth deny to hold the same to him, to the Damage of him *R*, Three hundred and fifty Pounds; and thereof he brings his Suit, &c.

DECLARATIONS in Debt.

On a Penal Bill, with two Days of Payment.

S. To wit. *HH*, late of, &c. otherwise called, &c. was summoned to answer unto *RK* of a Plea, that he render to him fifteen Pounds which he owes to him, and unjustly detains, &c. And whereupon the same Plaintiff, by *DR*, his Attorney, saith, That whereas the aforesaid Defendant, on the twenty fifth Day of *October*, in the Year, &c. at, &c. by his certain Bill Obligatory, which the same

Com. Pleas. same *Plaintiff* brings here into Court, sealed with the Seal of the aforesaid *Defendant*, the Date whereof is the same Day and Year aforesaid, did acknowledge himself to owe, and be indebted to the same *Plaintiff*, in the Sum of seven Pounds lawful Money of *Great Britain*, to be paid to the same *Plaintiff*, his Heirs, Executors, or Assigns, in Form following, to wit, Three Pounds thereof at, or upon the Feast of *All Saints* then next ensuing, the Bill aforesaid, and eighty Shillings Residue thereof, at, or upon the Feast-Day of Saint *Stephen*, then next following; and to the same Payments well and truly to be made, the aforesaid *Defendant* bound himself, his Executors, and Administrators, in fifteen Pounds firmly by the same Bill. And the same *R* protesting, that the aforesaid *Defendant* hath not paid to the same *Plaintiff*, the aforesaid three Pounds, upon the aforesaid Feast of *All Saints* next following the Date of the Bill aforesaid, which he ought to have paid to him upon that Feast, according to the Form and Effect of the Bill aforesaid; the same *Plaintiff* avers, that the aforesaid *Defendant* hath not paid to the same *Plaintiff*, the aforesaid eighty Shillings, upon the aforesaid Feast-Day of Saint *Stephen*, which to him, at, or upon the same Day, he ought to have paid, according to the Form and Effect of the Bill aforesaid; by which the Action accrued to the same *Plaintiff*, to demand and have of the aforesaid *Defendant*, the aforesaid fifteen Pounds. Notwithstanding, the aforesaid *Defendant*, although often requested, hath not rendered

to the same *Plaintiff*, the aforesaid* fifteen Pounds, but hath altogether refused, and still doth refuse to render that to him; wherefore he saith, that he is the worse, and hath Damage to the Value of ten Pounds, and thereof brings his Suit, &c. Com. Pleas.

Upon a Penal Bill, where there is no Day of Payment mentioned.

W. to wit. *G P*, late of, &c. otherwise named, &c. was summoned to answer unto *J C*, of a Plea, that he render to him Sixty six Pounds, sixteen Shillings, which he owes to him, and unjustly detains, &c. And whereupon the same *Plaintiff*, by *D R* his Attorney saith, That whereas the aforesaid *Defendant*, on the four and twentieth Day of *October*, in the Year of our Lord One thousand seven hundred and thirty one, at, &c. by his certain Obligatory Bill, which the same *Plaintiff* brings here into Court, sealed with the Seal of the aforesaid *Defendant*, the Date of which is the same Day and Year aforesaid, acknowledged himself to owe, and stand indebted to the same *Plaintiff*, in the Sum of three and twenty Pounds and eight Shillings, of lawful Money of *Great Britain*, to be paid to the same *Plaintiff*, his Executors, Administrators, or Assigns; and to the same Payment well and truly to be made, the aforesaid *Defendant* did bind himself, his Heirs, Executors, and Administrators, in the Penal Sum of Sixty six Pounds sixteen Shillings, like lawful Money, by the same Bill: And the same *Plaintiff* avers,
that

Com. Pleas. that he, after the making the Bill aforesaid, to wit, the first Day of *January*, in the Year, &c. abovesaid, at *A* aforesaid, required the aforesaid *Defendant* to pay to the same *Plaintiff*, the aforesaid twenty three Pounds eight Shillings, which said twenty three Pounds eight Shillings, the aforesaid *Defendant* hath not paid to the same *Plaintiff*, but hath then and there altogether refused to pay him the same, by which an Action accrued to the same *Plaintiff*, to require, and have of the aforesaid *Defendant*, the aforesaid Sixty six Pounds sixteen Shillings. Nevertheless, the aforesaid *Defendant*, although often required, hath not rendered to the same *Plaintiff*, the aforesaid Sixty six Pounds sixteen Shillings, but hath refused, and still doth refuse to render the same to him: Wherefore he saith, that he is the worse, and hath Damage to the Value of twenty Pounds, and thereof brings his Suit, &c.

Upon a Bond, and a Penal Bill, to be paid on Demand, against an Administrator.

W. to wit. *SB*, Widow, Administratrix of the Goods and Chattels which were *WB*, who died intestate, &c. otherwise named, &c. was summoned to answer unto *TH* of a Plea, that she render to him eighty Pounds which she unjustly detains from him, &c. And whereupon the same *Plaintiff*, by *DR*, his Attorney saith, That whereas the aforesaid *W*, in his Life-time, to wit, the second Day of

Declarations in Debt.

337

Com. Pleas.

of *April*, in the Year of our Lord One thousand seven hundred and twenty nine, by his certain Writing Obligatory, acknowledged himself to be bound to the same *Plaintiff*, in forty Pounds of the aforesaid eighty Pounds, to be paid to the same *Plaintiff*, when he should be thereto required. And also whereas the aforesaid *W* in his Life time, to wit, the tenth Day of *May*, in the Year aforesaid, at, &c. by his certain Bill Obligatory, which the same *Plaintiff* brings here into Court, sealed with the Seal of the aforesaid *W*, the Date of which is the same Day and Year, did acknowledge himself to be indebted to the same *Plaintiff*, in the Sum of twenty Pounds lawful Money of *Great Britain*, to be paid to the same *Plaintiff*, his Executors and Administrators, immediately upon Demand, and to the same Payment well and truly to be made, in Manner and Form aforesaid, the aforesaid *W* did bind himself, his Heirs, Executors, and Administrators, in the Sum of forty Pounds lawful Money of *Great Britain*. And the same *Plaintiff* avers, that after the making the Bill aforesaid; to wit, the first Day of *June*, in the Year of our Lord One thousand seven hundred and thirty one, at, &c. he required the aforesaid *W* in his Life-time, to pay to the same *Plaintiff*, the aforesaid twenty Pounds, which said twenty Pounds, the aforesaid *W* in his Life time to the same *Plaintiff* hath not paid, but then and there refused to pay the same to him, by which an Action accrued to the same *Plaintiff*, to require, and have of the aforesaid *W* in his Life-time, the aforesaid forty

VOL. II.

Z

Pounds

Com. Pleas.

Pounds last mentioned, Residue of the aforesaid eighty Pounds. Yet the aforesaid *W* in his Life-time, and the aforesaid *Defendant*, after the Death of him *W*, (to whom Administration of all the Goods and Chattels which were the aforesaid *W* at the Time of his Death, at, &c. after the Death of him *W* was granted,) although often required, have not rendered the aforesaid eighty Pounds to the same *Plaintiff*, but have denied to render the same to him; and the aforesaid *Defendant* still doth deny to render the same to him, and unjustly detains: Wherefore he saith, that he is the worse, and hath Damage to the Value of Ten Pounds; and therefore he brings his Suit, &c. And he brings here into Court the Writing Obligatory aforesaid, which testifies the said first mentioned Debt of forty Pounds in Form aforesaid, the Date of which is the same Day and Year first abovesaid, &c.

On a Bill, that in Consideration of thirty Guineas, Defendant promised to procure Plaintiff a Waiter's Place by a certain Time, or to repay the Money to Plaintiff.

Middlesex, to wit. EB, late of, &c. otherwise called, &c. was summoned to answer unto JH of a Plea, that he render to him thirty one Pounds ten Shillings which he owe to him, and unjustly detains, &c. And whereupon the same Plaintiff, by GT his Attorne saith, That whereas the aforesaid Defendant

on the nineteenth Day of *August*, in the Year of our Lord One thousand seven hundred and thirty, by his certain Bill, which the same *Plaintiff* sealed with the Seal of the aforesaid *Defendant*, brings here into Court, the Date of which is the same Day and Year, hath owned to have received of the same *Plaintiff*, the Sum of thirty Pieces of Gold, called Guineas, which by the same Bill he had promised to repay to the aforesaid *Plaintiff*, unless by the Interest, or Procuration of the aforesaid *Defendant*, he, the same *Plaintiff*, should be actually in Possession of a certain Office, called a Coast-Waiter's Place in the Port of *London*, by the first Day of *September* then next ensuing the Date of the Bill aforesaid. And the same *Plaintiff* avers, that he, by the Interest, or Procurement of the aforesaid *Defendant*, was not actually in the Possession of the Office aforesaid, called a Coast-Waiter's Place, in the Port of *London*, by the first Day of *September* then next ensuing the Date of the Bill aforesaid, by which an Action accrued to the same *Plaintiff*, to require and have of the aforesaid *Defendant*, the aforesaid thirty Pieces of Gold called Guineas, amounting to the aforesaid thirty one Pounds ten Shillings. Nevertheless, the aforesaid *Defendant*, although often required, hath not as yet rendered to the same *Plaintiff*, the aforesaid thirty one Pounds ten Shillings, &c. (as above.)

Declarations in Debt.

Declaration for a Heifer bought, to be paid upon Request.

York, to wit. *R T*, late of, &c. was summoned to answer unto *H B* of a Plea, that he render to him four Pounds six Shillings which he owes him, and unjustly detains, &c. And whereupon the same *Plaintiff*, by *D R* his Attorney saith, That whereas the aforesaid *Defendant*, on the twenty fifth Day of *October*, in the Year of our Lord One thousand seven hundred and thirty one, at *Leed* in the County aforesaid, had bought of the same *Plaintiff*, one Heifer for the aforesaid four Pounds six Shillings, to be paid to the same *Plaintiff*, when he should be thereof requested: Yet the aforesaid *Defendant*, although often requested, hath not rendered to the same *Plaintiff*, the aforesaid eighty five Pounds, but, (*as in others.*)

DECLARATIONS upon an Escape.

Declaration for an Escape of a Prisoner in Execution in the Fleet.

LONDON, to wit. *James Wilson*, by *J L* his Attorney, complains of *A C* Esq; Guardian of the Prison of the Lord the King of the *Fleet*, present here in Court, in his proper Person, for that that he hath not rendered to the same *J*, One hundred four Pounds ten Shillings lawful Money of Great Britain, which he owes him, and unjustly de-

Debt, upon an Escape.

341.

Com. Pleas.

tains, for that, to wit, That whereas the same *J W*, otherwise, to wit, in the Court of the Lord the now King, in the Term of *Easter*, in the fifth Year of his Reign, before *Robert Eyre*, Knight, and his Companions then Justices of the said Lord the King of the Bench here, at *Westminster* in the County of *Middlesex*, by the Consideration of the same Court, had recovered against one *Abraham M*, late of, &c. Gentleman, as well a certain Debt of ninety four Pounds, as ten Pounds ten Shillings, which to the same *J* were adjudged in the same Court of the Lord the King here for his Damages, which he hath by Occasion of the Detention of that Debt whereof he is convicted, so as by the Record and Process thereof in the same Court of the said Lord the King here, to wit, at *Westminster* aforesaid remaining, manifestly appears: And afterwards, to wit, on *Wednesday* in the *Octaves* of *Saint Martin*, in the fifth Year of the said Lord the now King, the aforesaid *A M* came here into Court in his proper Person, by the Steward and Bailiff of the Liberty of *Saint Peter*, within the City of *York*, by Virtue of a Writ of the said Lord the King of *Habeas Corpus*, directed to the same Steward and Bailiffs, brought to the Bar of the said Court here, to wit, at *Westminster* aforesaid, and then by the same Court was committed to the Prison of the *Fleet*, in Execution for the Debt and Damages aforesaid, in Form aforesaid recovered, there to remain, until, &c. so as by the Record thereof in the said Court of the Bench here, to wit, at *Westminster* aforesaid remain-

You must have a Copy of the Commitment, and Habeas Corpus from the Roll, to settle the Declaration. A Copy out of the Treasury must be proved on the Trial.

Com. Pleas. ing, more fully appears : By Virtue of which Commitment, the same *A* then, and still being Guardian of the same Prison of the *Fleet*, then and there received, and had the aforesaid *AM* into his Custody, in Execution for the Debt and Damages aforesaid, and him safe, until, at, and into the Prison of the *Fleet*, at *London*, in the Parish of *St. Bridget*, in the Ward of *Farringdon without*, then and still being, he lead and placed, and the same *AM* under his Custody there in Execution for the Debt and Damages aforesaid, in that Prison had kept and detained : And the said *A*, so in Custody of him *AC*, in Execution for the Debt and Damages aforesaid, being in Form aforesaid detained, the same *A* afterwards, to wit, the sixteenth Day of *April* in the sixth Year of the Reign of the now King, then being as aforesaid Guardian of the Prison of the *Fleet*, suffered the aforesaid *AM* out of that Prison, and out of his Custody at large, where he would freely and voluntarily to go and escape, to wit, at *London* aforesaid, in the Parish and Ward aforesaid, without the Leave, and against the Will of him *J*, then or still of the same Debt and Damages aforesaid, or any Parcel thereof not satisfied ; by which an Action hath accrued to the same *J*, to demand, and have of the aforesaid *A*, the aforesaid One hundred four Pounds ten Shillings. Nevertheless, the aforesaid *A*, although often requested, hath not as yet rendered to the same *A*, the aforesaid One hundred four Pounds ten Shillings, but hath hitherto refused, and still doth refuse to render to him the same : Wherefore

fore he saith, That he is the worse, and hath Com. Pleas.
Damage to the Value of Ten Pounds, and
prays Remedy thereof.

*For an Escape against the Sheriff, on a
Writ of Capias ad Satisfaciendum, on
a Judgment in the Common Pleas.*

Oxford, to wit. *WW*, late of, &c. in the
County aforesaid, Esq; late Sheriff of the
County aforesaid, was summoned to answer
RR, Gent. of a Plea, That he render to
him nineteen Pounds, which he owes him,
and unjustly detains, &c. and whereupon the
same *Plaintiff*, by *DR*, his Attorney, saith,
That whereas the same *Plaintiff*, other-
wise, in the Court of the Lord the King, to
wit, in the Term of *Easter*, in the fifth Year
of his Reign, before *RE*, Knight, and his
Companions, then Justices of him the Lord
the King of the Bench here, to wit, at *West-*
minster, by the Consideration of the same
Court, had recovered against one *JC*, by
the Name of *John Coleman*, late of *C*, in the
County aforesaid, Innholder, otherwise named
JC, of *C*, of the County of *Oxford*, Inn-
holder, as well a certain Debt of sixteen
Pounds, as sixty Shillings, which were ad-
judged to the same *Plaintiff*, in the same
Court of the Lord the King here, for his
Damages which he had by Occasion of the
Detention of that Debt, whereof he is con-
victed, so as by the Record and Process there-
of, in the same Court remaining, more fully
appears: And whereas the aforesaid *Plaintiff*,

Com. Pleas.

afterwards, to wit, in the Term of the *Holy Trinity*, in the fifth Year of the Lord the King abovesaid, for obtaining Execution of the Judgment abovesaid, in its Force and Effect then remaining, he had sued out of the Court of the Lord the King of the Bench here, a certain Writ of him the Lord the King, of a *Capias*, to satisfy, against the abovesaid *J C*, of and upon the Judgment abovesaid, directed to the then Sheriff of *Oxford*, by which said Writ, the said Lord the King commanded the then Sheriff of the County of *Oxford* abovesaid, that he should take the abovesaid *J C*, if he might be found in his Bailiwick, and him safely keep, so that he might have his Body before the Justices of the said Lord the King here, to wit, at *Westminster* abovesaid, in the Morrow of *All Souls*, then next following, to satisfy unto the abovesaid *Plaintiff*, as well of a Debt of the abovesaid sixteen Pounds, which the same *Plaintiff*, in the abovesaid Court of the said Lord the King here, had recovered against him, as of the abovesaid sixty Shillings, which to the same *Plaintiff*, in the same Court of the said Lord the King here, were adjudged to him for his Damages, which he had by Occasion of the Detention of that Debt, whereof he was convicted, which said Writ of the said Lord the King, in Form abovesaid sued, the same *Plaintiff*, afterwards, to wit, the tenth Day of *September*, in the fifth Year of the said Lord the now King abovesaid, at *C* abovesaid, in the County abovesaid, delivered to the abovesaid *Defendant*, then being Sheriff of the County of *Oxford* abovesaid, in Form of Law to execute, by Vertue of which said Writ,

Writ, the aforesaid *Defendant*, afterwards, to wit, the tenth Day of *October*, in the fifth Year aforesaid, then being Sheriff of the County aforesaid, took, and arrested the aforesaid *J C*, at *C* aforesaid, and him *J C* then and there had and kept in his Custody, in Execution for the Debt and Damages aforesaid; and the aforesaid *J C*, being, as aforesaid, in Custody of the aforesaid *Defendant*, then Sheriff of the County aforesaid, in Execution for the Debt and Damages aforesaid, being in Form aforesaid detained, the same *Defendant*, afterwards, to wit, the twelfth Day of *October*, in the fifth Year aforesaid, then being Sheriff of the County of *Oxford* aforesaid, suffered the aforesaid *J C*, at *C* aforesaid, freely to go at large, where he would, out of his Custody, the same *Plaintiff*, of his Debt and Damages aforesaid not satisfied; by which an Action accrued to the same *Plaintiff*, to demand and have of the aforesaid *Defendant*, the aforesaid nineteen Pounds; nevertheless, the aforesaid *Defendant*, although often requested, hath not, as yet, rendered to the same *Plaintiff*, the aforesaid nineteen Pounds, but hath hitherto refused, and still doth refuse to render the same to him, wherefore he saith, that he is the worse, and hath Damage to the Value of twenty Pounds, and thereof brings his Suit, &c.

Against the Bailiff of a Liberty, for an Escape, upon a Capias to satisfy.

S, to wit. *J S*, late of, &c. Esq; Bailiff of the Liberty of the Hundred of *P*, in the County aforesaid, was summoned to answer unto

Com. Pleas.

unto *N T*, of a Plea, That he render to him fifty two Poundsten Shillings, which he owes him, and unjustly detains, &c. and whereupon the same *Plaintiff*, (&c. as in others,) which said Writ, afterwards, and before the Return thereof, to wit, the twentieth Day of *March*, in the, &c. at *B*, in the County aforesaid, was delivered to one *C C*, Esq; then being Sheriff of the County aforesaid, in Form of Law to execute; by Virtue of which said Writ, the aforesaid then Sheriff, then and there made his certain Warrant in Writing, sealed with his Seal of Office, directed to the Bailiff of the Hundred of *P*, in the County aforesaid, which said Bailiff then had the full Execution and Return of all Writs and Warrants within the same Liberty, to whom wholly belonged the Execution of that Writ to be done, for that the Execution thereof, without that Liberty, in the Bailiwick of the aforesaid Sheriff, could not be done by him the Sheriff; by which said Warrant, the same then Sheriff of *D*, commanded the aforesaid Bailiff of the Liberty aforesaid, to take the aforesaid *T B*, to satisfy to the same *N*, of the Debt and Damages aforesaid, according to the Tenor of the Writ aforesaid; which said Warrant, afterwards, and before the Return of the Writ aforesaid, to wit, the — Day, &c. in the fifth Year, &c. at *C*, within the Liberty of the Hundred aforesaid, to the aforesaid *J*, then being Bailiff of the Liberty of that Hundred, was delivered by him *N*, in Form of Law to be executed; by Vertue of which said Warrant, the aforesaid *J*, being Bailiff of the Liberty
afore-

aforesaid, afterwards, and before the Return of the Writ aforesaid, to wit, the — Day of —, in the fifth Year, &c. at C aforesaid, within the Liberty aforesaid, took and arrested the aforesaid *T B*, and then and there had him in his Custody, in Execution for the Debt and Damages aforesaid, and the aforesaid *T*, so being, as aforesaid; in Custody of the aforesaid *J*, Bailiff of the Liberty aforesaid, in Execution for the Debt and Damages aforesaid, the same *J* being, as aforesaid, Bailiff of the Liberty of the Hundred aforesaid, suffered the aforesaid *T B*, afterwards, to wit, (*such a Day and Year*,) at B aforesaid, out of the Custody of him *J*, (the same *N*, of the Debt and Damages aforesaid, or any Parcel thereof, not being satisfied,) without the Leave, and against the Will of him *N*, to go and escape freely, at large, where he would, by which an Action accrued to the same *N*, to demand and have of the aforesaid *J*, the aforesaid fifty two Pounds ten Shillings; nevertheless the aforesaid *J*, although often requested, hath not as yet rendered to the same *Plaintiff* the aforesaid fifty two Pounds ten Shillings, but hath hitherto refused, and still doth refuse to render the same to him, whereupon he saith, that he is the worse, and hath Damage to the Value of forty Pounds, and thereof he brings his Suit, &c.

Decla-

*Declaration upon a Judgment recovered
in a Court Baron. Money borrowed
to bring the Action in Verge of the
Court.*

YORK, to wit. *W H*, late of *B*, in the County aforesaid, Yeoman, and *K*, his Wife, were summoned to answer unto *AC*, of a Plea, That they render to him One Hundred Shillings, which they owe, and unjustly detain, &c. And whereupon the same *Plaintiff*, by *DR*, his Attorney saith, That whereas, at a Court Baron of *HE*, Knight, of his Honour of *P*, in the County aforesaid, held at *S*, within that Honour, the third Day of *October*, in the fifth Year of the Reign of the Lord the now King, before *TY*, and *RB*, Followers of the same Court, he the same *Plaintiff*, in his proper Person came, and did levy his certain Plaint against the aforesaid *Defendant*, in a certain Plea of Trespass upon the Case, to the Damage of him *Plaintiff* eighty nine Pounds, for Cause of Action arising, to be recovered within the same Honour and Jurisdiction of that Court; and likewise thereupon was Process, That afterwards, to wit, at the Court Baron of the aforesaid *Humphry*, of his Honour aforesaid, before the Followers aforesaid, in Form aforesaid, held at *S* aforesaid, within the same Honour, the eighteenth Day of *December*, in the fifth Year above said, the same *Plaintiff*, by the Judgment of the same Court, recovered against the aforesaid *Defendant* twenty three

three Shillings and nine Pence, for his Damages which he sustained by Occasion of certain Promises and Assumptions, to the same *Plaintiff*, by the aforesaid *K*, whilst she was single, at *S* aforesaid, within the Honour aforesaid, and Jurisdiction of the same Court, made, not performed, (being the same Trespas upon the Case, whereof the said *Plaint* had been so levied,) as for his Costs and Charges, by him about his Suit, in that Behalf, put unto, whereof they are convicted; which said Judgment still remains in its full Strength and Effect, not annihilated, reversed, or satisfied; and the same *Plaintiff* hath not as yet got Execution of that Judgment, by which an Action accrued to the same *Plaintiff*, to demand and have of the aforesaid *Defendants* the aforesaid twenty three Shillings and nine Pence of the aforesaid *C*: And also whereas the aforesaid *Defendants*, the first Day of *May*, in the fifth Year aforesaid, at *S* aforesaid, were indebted to the said *Plaintiff* in the Sum of seventy six Pounds and three Pence, Residue of the said one hundred Shillings, for the like Sum borrowed by the said *K*, when she was single, of the said *Plaintiff*, the said *Defendants* promised to pay the said last mentioned Sum to the said *Plaintiff*, when they should be thereto required; nevertheless, the aforesaid *Defendants*, although often requested, hath not, as yet, rendered to the same *Plaintiff* the aforesaid One hundred Shillings, but hath hitherto absolutely refused, and still doth refuse to render to him the same; wherefore he saith, that he is the worse, and hath Damage to the Value of ten Pounds, and thereupon he brings his Suit, &c.

De-

*Declaration upon a Judgment in Debt,
recovered in the Common Pleas.*

M, to wit. *T R*, late of *S*, in the County of *York*, Esq; was summoned to answer unto *J G*, Esq; late Sheriff of the County of *York* aforesaid, of a Plea, That he render to him Three hundred sixty three Pounds, which he owes to him, and unjustly detains, &c. and whereupon the same *Plaintiff*, by *T H*, his Attorney, saith, That whereas the same *Plaintiff*, otherwise, to wit, in the Term of the *Holy Trinity*, in the fifth Year of the Reign of the Lord the now King, in the Court of the said Lord the King, before *R E*, Knight, and his Companions, then Justices of the said Lord the King of the Bench here, to wit, at *Westminster* aforesaid, by the Consideration of the same Court, recovered against the aforesaid *Defendant*, by the Name of *T R*, late of, &c. otherwise named, &c. as well a certain Debt of Three Hundred Pounds, as Sixty three Pounds and eight Pence, which to the same *Plaintiff* were then adjudged to the same *Plaintiff*, in the same Court here, for his Damages which he hath by Occasion of the Detention of that Debt, whereof he is convicted, so as by the Record and Process thereof in the same Court of the said Lord the now King, here remaining, manifestly appears; which said Judgment still remains in its Force, Strength, and Effect, not reversed, annulled, or satisfied, and the same *Plaintiff* hath not as yet got Execution of the Judgment aforesaid, by which an Action accrues

to the same *Plaintiff*, to demand and have of the aforesaid *Defendant* the aforesaid Three Hundred sixty three Pounds; nevertheless, the aforesaid *Defendant*, although often requested, hath not, as yet, rendered to the same *Plaintiff* the aforesaid Three Hundred sixty three Pounds, but hath hitherto altogether refused, and still doth refuse to render the same to him, wherefore he saith, that he is the worse, and hath Damage to the Value of Forty Pounds, and thereof brings his Suit, &c.

Declaration on a Bail Bond, according to the Statute, against the Bail.

Leicester, to wit. *Henry Spittlehouse*, late of, &c. otherwise named, &c. was summoned to answer unto *J S*, Assignee of *HT*, Esq; Sheriff of the County aforesaid, according to the Form of the Statute, in the like Case lately made and provided, of a Plea, That he render to him Forty Pounds, which he owes him, and unjustly detains, &c. And whereupon the same *John*, by *DR*, his Attorney, saith, That whereas one *J K*, late of, &c. in the County aforesaid, Yeoman, on the fifth Day of *March*, in the Year of our Lord One Thousand seven hundred and thirty one, at *L*, in the County aforesaid, was arrested at the Suit of him *J S*, by Vertue of a certain Writ of the Lord the King, before that Time issuing out of the Court of the said Lord the King of the Bench, at *Westminster*, and directed to the aforesaid Sheriff of *Leicester*,

Com. Pleas.

cester, for the taking the aforesaid *J K*, so that the same Sheriff should have his Body before the Justices of the said Lord the King of the Bench, at *Westminster*, from the Day of *Easter*, in fifteen Days, to answer unto the aforesaid *J S*, of a Plea of Trespass, and also of a Plea of Debt upon Demand, twenty Pounds: And whereas the aforesaid *H T*, then being, as aforesaid, Sheriff of *Leicester* aforesaid, took Bail for the Appearance of him *J K*, according to the Intention of that Writ; and on that Occasion, the same *Henry Spittlehouse*, the aforesaid fifth Day of *March*, in the Year aforesaid, at *L* aforesaid, by his certain Writing Obligatory, sealed with the Seal of him *H S*, and which the same Plaintiff brings here into Court, the Date whereof is the same Day and Year last aforesaid, acknowledged himself to be held and firmly bound unto the aforesaid *H T*, then being Sheriff of the County of *Leicester* aforesaid, by the Name of *Henry T*, Esq; Sheriff of the County aforesaid, in the aforesaid Forty Pounds, to be paid to the same Sheriff, or his certain Attorney, Executors, Administrators, or Assigns, on Demand, with Condition, underwritten, to the same Writing Obligatory, That the aforesaid *J K* should appear before the Justices of the said Lord the King, at *Westminster*, from the Day of *Easter*, in Fifteen Days, to answer unto *J S*, of a Plea of Trespass, and also of a Plea of Debt upon Demand, twenty Pounds, that then that Obligation should be void, and of no Force, otherwise should stand and remain in its full Force, Vigour, and Effect: And whereas

the

the aforefaid *HT*, afterwards, to wit, the fifteenth Day of *May*, in the Year of our Lord One Thousand seven hundred and thirty two, at *L* aforefaid, at the Request of him *John S*, had assigned the Writing Obligatory aforefaid to the same *J S*, according to the Form of the Statute, in the like Case thereof lately made and provided, by indorsing that Writing Obligatory, and attesting thereof, under the Hand and Seal of the same Sheriff, in the Presence of two credible Witnesses, according to the Form of that Statute: And the aforefaid *J S* avers, That the aforefaid *J K* hath not appeared before the Justices of the said Lord the King of the Bench, at *Westminster*, from the Day of *Easter* in fifteen Days, in the Condition aforefaid mentioned, according to the Form of that Condition; by reason whereof, that Writing Obligatory became forfeited, by which, and by Force of the Statute aforefaid, an Action accrued to the same *J S*, as Assignee of the aforefaid *HT*, to demand and have of the aforefaid *HS*, the aforefaid Forty Pounds; nevertheless, the aforefaid *HS*, although often requested, hath not, as yet, rendered to the aforefaid *HT*, or to the same *J S*, or either of them, the aforefaid Forty Pounds, but hath refused to render to them, or either of them, the same, and still refuses to render to the aforefaid *J S* the same; whereupon he saith, that he is the worse, and hath Damage to the Value of Twenty Pounds, and thereof he brings his Suit, &c.

Declaration on a Bail Bond, according to the Statute, against the Principal.

Middlesex, to wit. *Gervas Kellet*, late of, &c. otherwise named, &c. was summoned to answer unto *Richard Gray*, Assignee of *G B* and *A C*, Knights, late Sheriffs of the County of *Middlesex*, according to the Form of the Statute in the like Case lately made and provided, of a Plea, That he render to him Forty Pounds, which he owes him, and unjustly detains, &c. And whereupon the same *Richard*, by *A F*, his Attorney, saith, That whereas the aforesaid *Gervas Kellet*, the sixteenth Day of *June*, in the sixth Year of the Reign of the Lord the now King, at *Westminster*, by the same *G B* and *A C*, then being Sheriffs of *M* aforesaid, was arrested at the Suit of him *R Gray*, by Virtue of a certain Writ of the said Lord the King, before that Time issuing out of the Court of the said Lord the King of the Bench, at *Westminster*, and directed to the aforesaid Sheriff of *Middlesex*, for the taking the aforesaid *Gervas*, so that the same Sheriff should have his Body before the Justices of the said Lord the King of the Bench, at *Westminster*, from the Day of the *Holy Trinity*, in three Weeks then next ensuing, to answer unto the aforesaid *R Gray*, of a Plea of *Trespas*, and also against the aforesaid *Gervas*, of a Plea of *Debt* upon Demand Twenty Pounds: And whereas the aforesaid *G B* and *A C*, then being, as aforesaid, Sheriff of the County of *Middlesex* aforesaid, took Bail for the Appearance of him

Gervas,

Gervas, according to the Intention of that Writ, and on that Occasion, the aforesaid *Gervas*, on the aforesaid sixteenth Day of *June*, in the sixth Year aforesaid, at *Westminster* aforesaid, by his certain Writing Obligatory, sealed with the Seal of him *Gervas*, (which said Writing the same *Richard* brings here into Court, the Date whereof is the same Day and Year last aforesaid, (acknowledged himself held and firmly bound to the aforesaid *G B* and *A C*, then being Sheriff of the County aforesaid, by the Name of *G B* and *A C*, Sheriff of the County of *Middlesex* aforesaid, in the aforesaid Forty Pounds, to be paid to the same Sheriff, or his certain Attorney, Executors, Administrators, or Assigns, when he should be thereto requested, with Condition, underwritten, to the same Writing Obligatory, That if the above bound *Gervas* should appear before the Justices of the said Lord the King, at *Westminster*, from the Day of the *Holy Trinity*, in three Weeks, to answer unto the aforesaid *R G*, of a Plea of *Trespas*, and also against the aforesaid *Gervas*, in a Plea of Debt upon Demand, Twenty Pounds, that then the Obligation aforesaid was void, and of no Force; otherwise, should stand and continue in its full Strength, Force, and Effect: And whereas the aforesaid *G B* and *A C*, afterwards, to wit, on the twenty seventh Day of *September*, in the Year of our Lord One Thousand seven hundred and thirty two, at *Westminster* aforesaid, at the Request of him *R*, assigned the Writing Obligatory aforesaid to the same *Richard*, according to the Form of the

Com. Pleas.

Statute, in such like Case thereof lately made and provided, by indorsing the Writing Obligatory aforesaid, and attesting thereof, under the Hand and Seal of the same Sheriff, in the Presence of two credible Witnesses, according to the Form and Effect of that Statute: And the aforesaid *R* avers, That the aforesaid *Gervas* hath not appeared before the Justices of the said Lord the King of the Bench, at *Westminster*, from the Day of the *Holy Trinity*, in three Weeks, in the Condition aforesaid mentioned, according to the Form of that Condition; by reason whereof, that Writing Obligatory became forfeited, by which, and by Force of the Statute aforesaid, an Action accrued to the same *Richard*, as Assignee of the aforesaid *G B* and *A C*, to demand, and have of the aforesaid *Gervas* the aforesaid Forty Pounds: Nevertheless, the aforesaid *Gervas*, although often requested, hath not rendered to the aforesaid *G B* and *A C*, or to the same *R*, or any of them, the aforesaid Forty Pounds, but the same to them, and every of them, hath denied to render, and still denies to render to the aforesaid *Richard*, wherefore he saith, That he is the worse, and hath Damage to the Value of Twenty Pounds, and thereof brings his Suit, &c.

Decla-

Declaration on a Bond, with Satisfaction for Part.

London, to wit. *P H*, late of, &c. otherwise called, &c. was summoned to answer unto *W M*, of a Plea, That he render to him Six y Pounds, which he owes him, and unjustly detains, &c. And whereupon the same Plaintiff, by *D R*, his Attorney, saith, That whereas the aforesaid Defendant, such a Day and Year, at, &c. by his certain Bond, acknowledged himself bound to the same Plaintiff in Seventy Pounds, to be paid to the same Plaintiff when he should be thereto requested: And the aforesaid Defendant afterwards satisfied to the same Plaintiff Ten Pounds, lawful, &c. thereof: Nevertheless, the aforesaid Defendant, although often requested, hath not as yet rendered to the same Plaintiff the aforesaid Sixty Pounds, Residue thereof, but the same to him hath denied, &c. (*as in others.*)

Declaration at the Suit of an Attorney, on a Bond.

York, to wit. *J H* was attached by the Writ of the Lord the King of Priviledge, issuing out of the Court here, to answer unto *T P*, Gentleman, one of the Attornies of the Court of the Lord the King of the Bench here, according to the Liberty and Priviledge of the same Court, for such Attornies, and

Com. Pleas.

other Officers of the same Bench, used and approved of in the same, Time out of Mind, of a Plea, That he render unto him Six Pounds, which he owes and unjustly detains, &c. and whereupon the same *T*, in his proper Person, saith, That whereas the aforesaid *Defendant*, on the twentieth Day of *September*, in the fifth Year of the Reign of the Lord the now King, at the City of *York*, by his certain Writing Obligatory, confessed himself to be held to the same *Plaintiff* in the aforesaid Six Pounds, to be paid to the same *Plaintiff*, when he should be thereof requested, yet the aforesaid *Defendant*, although often requested, hath not as yet rendered to the same *Plaintiff* the aforesaid Six Pounds, but the same to him hitherto hath denied to render, and still doth deny, wherefore he saith, that he is the worse, and hath Damage to the Value of Ten Pounds, and thereof brings his Suit, &c. and he brings here into Court the Writing aforesaid, which testifies the Debt aforesaid, in Form aforesaid, the Date whereof is the same Day and Year aforesaid, &c.

Declaration against an Attorney, on a Bond, as entered on the Roll.

Be it remembered, That on the twentieth Day of *June*, in that same Term, came here into Court *RT*, Gent. by *TH*, his Attorney, and exhibited to the Justices of the Lord the King of the Bench here, his certain Bill against *J C*, Gentleman, one of the Attornies of the Court of the Lord the King of the

the Bench here present here in Court, in his proper Person, of a Plea of Debt, the Tenor of which said Bill follows in these Words.

To the Justices of the Lord the King of the Bench.

Kent, to wit. *RT*, Gent. by *Thomas Hand*, his Attorney, complains of *J C*, Gent. otherwise called, *Ec*. present here in Court in his proper Person, for that that he hath not rendered to the same *Plaintiff* Eighty Pounds, which he owes to him, and unjustly detains, for that, to wit, That whereas the aforesaid *Defendant*, on the fifteenth Day of *October*, in the fifth Year of the Reign of the Lord the now King, at *S*, by his certain Writing Obligatory, *Ec*. as in others, and thereof prays Remedy, *Ec*. Pledges, *Ec*.

Declaration for Husband and Wife, on a Bond made to the Wife when single.

B, to wit. *WH*, late of, *Ec*. was summoned to answer *J F*, and *A* his Wife, otherwise called, *Ec*. of a Plea, That he render to them Six Pounds, which he owes them, and unjustly detains, *Ec*. And whereupon the same *Plaintiff*, by *TH*, his Attorney, saith, That whereas the aforesaid *Defendant*, on the second Day of *June*, in the fifth Year of the Reign of the Lord the now King, at, *Ec*. by his certain Writing Obligatory, acknowledged himself to be held to the aforesaid *A*, whilst she was single, in the aforesaid Six Pounds, to be paid to the same *A*; when he should be thereto required; nevertheless, the aforesaid *Defendant*, although often required, hath

Com. Pleas. not rendered to the same *A*, whilst she was single, the aforesaid Six Pounds, or to the same *J* and *A*, after the Espousals were celebrated between them, but hath denied to render the same to them, and still denies to render the same to them *J* and *A*, wherefore they say, that they are the worse, and have Damage to the Value of, &c. and thereof, &c. and they bring here into Court, &c.

Declaration on a Bond made to Husband and Wife, and the Wife survived the Husband.

London, to wit. *OW*, late of, &c. otherwise called, &c. was summoned to answer unto *KB*, Widow, of a Plea, That he render to her One Hundred Pounds, which he owes her, and unjustly detains, &c. And wherefore the same *Plaintiff*, by *DR*, her Attorney, saith, That whereas the aforesaid *Defendant*, on the tenth Day of *June*, in the fifth Year of the Reign of the Lord the now King, at, &c. by his certain Writing Obligatory, acknowledged himself to be bound to one *TB*, Knight, now deceased, and the same *K*, then his Wife, (which said *T*, the same *Plaintiff* hath survived) in the aforesaid One Hundred Pounds, to be paid them *T* and *K*, or either of them, when he should be there-to required; yet the aforesaid *Defendant*, although often requested, hath not rendered the aforesaid One Hundred Pounds to the aforesaid *T* and *K*, or either of them; in the Life-time of him *T*, or to the same *K*, after the Death of him *T*, whom the same *Plaintiff* hath

hath survived, but hath denied to render the same to them, and still doth deny to render the same to the same *Plaintiff*; whereupon she saith, that she is the worse, &c. and thereof, &c. and she brings here into Court, &c. Com. Pleas.

Declaration on a Bond, at the Suit of an Executrix.

Oxford, to wit. *S F*, late of, &c. otherwise called, &c. was summoned to answer unto *A H*, Widow, Executrix of the Testament of *T H*, of a Plea, that he render to her twenty Punds which he unjustly detains from her, &c. And whereupon the same *Plaintiff*, by *D R*, her Attorney, saith, that whereas the aforesaid *Defendant*, the tenth Day of *November*, in the fifth Year of the Reign of the Lord the now King, at *C*, by his certain Writing Obligatory, acknowledged himself to be bound to the aforesaid *T* in his Life-time, in the aforesaid twenty Pounds, to be paid to the same *T* when he should be thereof requested: Yet the aforesaid *Defendant*, although often requested, hath not rendered the aforesaid twenty Pounds to the aforesaid *T* in his Life-time, or to the same *Plaintiff*, after the Death of him *T*; but hath refused to render the same to him, and still doth refuse to render the same, to the same *Plaintiff*, and unjustly detains the same from her: Whereupon she saith, that she is the worse, and hath Damage to the Value of ten Pounds, and thereof she brings her Suit, &c. And she brings here into Court, as well the Writing aforesaid, which testifies the Debt aforesaid,

Com. Pleas. said, in Form aforesaid, the Date whereof is the same Day and Year above said, as the Letters Testamentary of the aforesaid *T*, by which it fully appears to the Court here, her *Plaintiff*, to be the Executrix of the Testament aforesaid, and thereof to have Administration, &c.

*Declaration for a Husband and Wife,
Executors, and Co-Executors on a
Bond.*

London, to wit. *S B*, late of, &c. otherwise called, &c. was summoned to answer unto *P H*, Gent. and *Sarah* his Wife, Executors of the Testament of *H C*, Knight, and *K C*, Co-Executrix with the aforesaid *S*, of the Testament aforesaid, of a Plea, that he render to them forty Pounds which he unjustly detains from them, &c. And whereupon the same *P*, *S* and *K*, by *D R*, their Attorney, say, That whereas the aforesaid *Defendant*, on the tenth Day of *May*, in the fourth Year of the Reign of the now King, at *London*, in the Parish, &c. by his certain Writing Obligatory, acknowledged himself to be bound to the aforesaid *Henry*, in the aforesaid forty Pounds, to be paid to the same *Henry* when he should be thereof requested; Notwithstanding the aforesaid *Defendant*, although often requested, the aforesaid forty Pounds to the aforesaid *Henry* in his Lifetime, or to the same *S* and *K*, after the Death of him *Henry*, whilst the same *S* was single, or to the same *P S* and *K*, after the Espouals between them the said *P* and *S* were celebrated,

lebrated, hath not rendered, but hath refused to render the same to them, and still doth refuse to render the same to them *P S* and *K*, and unjustly detains the same from them: Wherefore they say, That they are the worse, and have Damage to the Value of ten Pounds, and thereof, &c. And they bring here into Court as well the Writing aforesaid, which testifies the Debt aforesaid, in Form aforesaid, the Date whereof is the Day and Year abovesaid, as the Letters Testamentary of the aforesaid *H*; by which it fully appears to the Court here, them *S* and *K*, to be Executrixes of the Testament aforesaid, and thereof to have Administration, &c.

DECLARATIONS in Trespass:

Declaration for breaking of Plaintiff's Close, and treading down the Grass, and breaking the Hedges, &c.

NORFOLK, to wit. *H K*, late of, &c. was attached to answer *R S* of a Plea, wherefore with Force and Arms, the Close of him the said *R*, at *C* in the said County, he broke and entered, and the Grass there growing, with his Feet by walking, trod down and consumed, to the Value of One hundred Shillings; and also his Hedges in the said Close, to the Value of other One hundred Shillings, he broke, and trod down, and other Enormities to him did, to the great Damage of the said *R*, and against the

Com. Pleas.

the Peace of the Lord the now King, &c. And whereupon the said R, by TH, his Attorney, complains, That the said H, on the first Day of May, in the sixth Year of the now King, with Force and Arms the Close of him the said R, at C aforesaid, called by the Name of *Park-Place*, he broke and entered, and the Grass, to the Value, &c. there growing, by walking with his Feet, trod down and consumed; and also the Hedges in the said Close then being, to wit, ten Perches of Hedges, to the Value, &c. he then and there broke, and trod down, and other Enormities, &c. To the great Damage, &c. and against the Peace, &c. Wherefore the said R says he is worse, and hath Damage to the Value of Ten Pounds, and therefore brings his Suit, &c.

For pulling down a Wall, and carrying away the Bricks.

York, to wit. JC was attached to answer unto EK of a Plea, wherefore the aforesaid J, together with BT, DR, and AB, with Force and Arms, &c. the House of him Plaintiff, at N aforesaid, they broke, and the Wall of the House aforesaid, upon which Part of the Roof of the House aforesaid was then placed, with Force and Arms, &c. they then and there broke and pulled down, and the Roof of the House aforesaid they endeavoured to pull down, and the Bricks of the Wall aforesaid, to the Value of forty Shillings, they then and there took and carried

ried away, and him the *Plaintiff*, in the Building of the House aforesaid, they then and there greatly hindered and disturbed; so that the same *Plaintiff* was obliged to leave off building the House aforesaid, by which the same *Plaintiff*, for a long Time lost the Profit of the House aforesaid, and other Enormities to him did, to the great Damage of him *Plaintiff*, and against the Peace of the Lord the now King, &c. And whereupon the same *Plaintiff*, by *T B*, his Attorney, complains, That the aforesaid *J*, together with, &c. on the seventeenth Day of *December*, in the fifth Year of the Reign of the said Lord the now King, with Force and Arms, &c. the House of him *Plaintiff*, at *N* aforesaid, they broke, and the Wall of the House aforesaid, upon which Part of the Roof of the House aforesaid was then placed, with Force and Arms, &c. they then and there broke and pulled down, and endeavoured to pull down the Roof of the said House, and then and there took and carried away the Bricks of the Wall aforesaid, to wit, four Thousand Bricks, to the Value of, &c. and then and there hindered and disturbed him *Plaintiff* in the building of the House aforesaid; so that the same *Plaintiff* was compelled to forbear from the building and fitting up of the House aforesaid, by which the same *Plaintiff*, the Profit of the House aforesaid, for a long Time, to wit, for the Space of two Months, entirely lost; and other Enormities, &c. to the great Damage, &c. and against the Peace, &c. Wherefore he saith that he is the worse, and hath Damage to the

Com. Pleas. the Value of fifty Pounds, and thereof brings his Suit, &c.

Justification for carrying away the Bricks, and breaking down the Wall; for that B. T. was seized in Fee.

Plea. And the aforesaid *Defendant*, by *SD* his Attorney, comes and defends the Force and Injury when and where, and as the Court shall think fit, &c. And as to come with Force and Arms, and also the whole Trespass in the Declaration aforesaid specified, besides the breaking and pulling down the Wall aforesaid, and the taking and carrying away the Bricks of the Wall aforesaid, to the Hindrance and Disturbance aforesaid, by, and in the building of the House aforesaid, say, That they are not thereof guilty, so as the aforesaid *Plaintiff* above thereof against them complains, and of this put themselves upon the Country, and the aforesaid *Plaintiff* thereof likewise. And as to the breaking and pulling down the Wall aforesaid, and the taking and carrying away the Bricks of the Wall aforesaid, and the Hindrance and Disturbance of the aforesaid *Plaintiff*, in the building of the House aforesaid, the same *Defendants* say, That the aforesaid *Plaintiff* ought not to have his Action aforesaid thereof against them, because they say, that he, the same *BC*, long before the Time, in which, &c. and also at the same Time, when the Trespass aforesaid was, as above supposed

fed to be done, was, and still is seized in Com. Pleas.

his Demefne, as of Fee, of, and in one Messuage, and one Yard to the same Messuage belonging, situate, and being in *N* aforesaid, and of the Wall aforesaid, in the Declaration aforesaid mentioned, being the Wall and Yard aforesaid, on the East-Side thereof inclosed. And the same *Defendant* further saith, that the aforesaid *Plaintiff*, before the aforesaid Time, in which, &c. with Force and Arms of his own proper Wrong, and without the Leave, and against the Will of him *TC*, the aforesaid Bricks in the Declaration aforesaid mentioned, in the Wall aforesaid, and in, and upon the Wall aforesaid, the aforesaid *BC*, with the Mortar placed and fixed, and thereby raised the Wall aforesaid, and caused Part of the Roof to be made upon the Wall aforesaid, with that Intent to build there a certain House, by which the same *BC* in his proper Wall, and the aforesaid *JR*, as Servant of him *BC*, and by his Command, at the aforesaid Time, which, &c. broke the Mortar aforesaid, and threw down, and carried away the aforesaid Bricks by the aforesaid *Plaintiff*, in the Wall aforesaid, of the aforesaid *BC*, so as aforesaid fixt in the Mortar, as the proper Bricks of him *BC*, and thereby hindered the same *Plaintiff* from building the House aforesaid, upon the Wall aforesaid, as it was lawful for them so to do; which said breaking of the Mortar aforesaid, the throwing down, taking and carrying away the Bricks of the Wall aforesaid, and the aforesaid Hindrance and Disturbance of the aforesaid *Plaintiff*,
in

Com. Pleas. in the building of the House aforesaid, is the Trespass aforesaid, whereof the aforesaid *Plaintiff* above now complains ; and this they are ready to verify : Wherefore they pray Judgment, if the *Plaintiff* ought to have, or maintain his Action aforesaid thereof against them, &c.

Replication. That the Plaintiff was seized of the Wall. Traverse.

Replication. And the aforesaid *Plaintiff*, as to the aforesaid Plea of the aforesaid *Defendant*, as to the breaking and throwing down the Wall aforesaid, and the taking and carrying away the Bricks of the Wall aforesaid, and the Hindrance and Disturbance of the aforesaid *Plaintiff*, in the building of the House aforesaid, in Form aforesaid done, above in Bar pleaded, saith, That he, for any Matter in the same Plea alledged, ought not to be precluded from having his Action aforesaid thereof against the aforesaid *Defendants*, because he saith, That he, the same *Plaintiff*, at the Time which, &c. was seized in his Demesne as of Fee, of the Wall aforesaid, in the Declaration aforesaid above mentioned, as of the House and Wall aforesaid of him *Plaintiff* ; and that the aforesaid *Defendant*, the Day and Year abovesaid, in the Declaration aforesaid above specified, in their own proper Wrong, broke the House of him *Plaintiff*, at *N* aforesaid, and the Wall of the House aforesaid, upon which Part of the Roof of the House aforesaid then was placed, by Force and Arms then and there broke

broke and pulled down; and they endeavoured to pull down the Roof of the House aforesaid, and they then and there took and carried away the Bricks of the Wall aforesaid: And the same *Plaintiff* then and there greatly hindred and disturbed in the building of the House aforesaid, so that the same *Plaintiff* was forced to forbear in the building and finishing the House aforesaid by which the same *Plaintiff* for a long Time lost the Profit of the House aforesaid, so as the same *Plaintiff* above against them complains. Without this, that the aforesaid *BC*, at the Time which, &c. was seized in his Demesne as of Fee, of the Wall aforesaid, in the Declaration aforesaid above mentioned, so as the aforesaid *Defendant* above in Pleading have alledged; and this he is ready to verify. Wherefore from which the aforesaid *Defendants* have above acknowledged the Trespas aforesaid, as to the breaking and pulling down the Wall aforesaid, and the taking and carrying away the Bricks of the Wall aforesaid, and the Hindrance and Disturbance of the aforesaid *Plaintiff*, in the building of the Wall aforesaid, in Form aforesaid made, the same *Plaintiff* prays Judgment, and his Damages, on Occasion of that Trespas, to be adjudged to him, &c.

Com. Pleis

R E J O I N D E R.

And the aforesaid *Defendants*, as before *Rejoinder*. say, That the aforesaid *BC*, at the Time which, &c. was seized in his Demesne, as

Declarations in Trespass.

Com. Pleas. of Fee, of the Wall aforesaid, in the Declaration aforesaid above mentioned, so as the aforesaid *Defendants* above in Pleading thereof have alledged, and concerning this, put themselves upon the Country, and the aforesaid *Plaintiff* likewise; therefore as to the trying as well that Issue, as the aforesaid other Issues between the Parties aforesaid, above joined, It is commanded to the Sheriff, &c.

Declaration for entring a House with Iron Instruments, and breaking the Doors, and putting the Plaintiff and his Family in fear of their Lives so that they could not mind their Business.

York, to wit. *W B*, late of *Leeds*, in the County of *York*, Clerk, *E F, G*, &c. were attached to answer unto *R D* of a Plea, why they, together with one *A B*, with Force and Arms, the Mansion-House of him *Plaintiff* at *Leeds* aforesaid, broke and entred, and the Doors of that House, with certain great Iron Instruments, and with great Staves and Clubs, and Stones, they then and there broke and spoiled; and the same *Plaintiff* and his Family then and there being in the House aforesaid, in bodily Fear of their Lives, they then and there put, and the same *Plaintiff*, and his Servants, with such and so great Threat of their Lives, and the maiming of their Limbs, were then and there threatned and affrighted, that they dare not mind the lawfu

lawful Business of the *Plaintiff* on that Occasion, and other Enormities they then and there to him did, to the great Damage of the said *Plaintiff*, and against the Peace of the Lord the now King, &c. And whereupon the same *Plaintiff*, by *Thomas Hand* his Attorney, complains, That the aforesaid *Defendants*, together with the aforesaid *A B*, on the tenth Day of *July*, in the Year of our Lord One thousand seven hundred and thirty one, with Force and Arms, &c. the Mansion-House of him *Plaintiff*, at *Leeds* aforesaid, broke and entred, and the Doors of that House with certain great Iron Instruments, and with great Clubs, and Staves, and Stones, entred and spoiled, and him, the *Plaintiff*, and his Family in the House aforesaid, then and there being in bodily Fear of their Lives, then and there put; and the same *Plaintiff* and his Servants, with such and so great Threats of their Lives, and Maiming of their Limbs, then and there were threatned and affrighted, that they dare not mind the lawful Business of him *Plaintiff* on that Occasion, and other Enormities, &c. to the great Damage, &c. and against the Peace, &c. Wherefore he saith, that he is the worse, and hath Damage to the Value of One hundred Pounds; and thereof brings his Suit, &c.

Declaration for worrying of Sheep with Dogs, whereby many of them died.

Devon, to wit. *WW*, was attached to answer unto *TT*, of a Plea, why with Force and Arms, forty Sheep of him *T*, at *B*, found

Declarations in Trespass.

Com. Pleas. with certain Dogs, he chased, and with hallowing, setting on those Dogs, to bite the Sheep aforesaid, that by that chasing and biting of the Dogs aforesaid, ten Sheep of the Sheep aforesaid, of the Value of five Pounds died, and the rest of the Sheep were greatly worsted; and brought other Enormities on him, to the great Damage of him *T*, and against the Peace of the Lord the now King, &c. And whereupon the same *T*, by *Thomas Hand* his Attorney, complains, that the aforesaid *William*, on the tenth Day of *June*, in the fifth Year of the Reign of the Lord the now King, he chased forty Sheep of him *T* at *B*, found with certain Dogs, and with hallowing setting on those Dogs to bite the Sheep aforesaid, that by that chasing and biting of the Dogs aforesaid, ten Sheep of the Sheep aforesaid, of the Price of five Pounds, died, and the rest of the Sheep were greatly worsted, and other Enormities, &c. to the great Damage, &c. and against the Peace, &c. Wherefore he saith that he is the worse, and hath Damage to the Value of ten Pounds, and therefore he brings his Suit, &c.

F I N I S.

T H E
T A B L E
F O R T H E
C O M M O N P L E A S.

A.

A <i>Dmission of an Infant to sue, and Entry thereof</i>	Page 149
<i>Affidavit of the Service of a Declaration against a Prisoner</i>	155
<i>Appearance, and Bail</i>	21
<i>Appearance, in what Time the Defendant must appear and plead: Where Appearance is Entred by the Plaintiff for the Defendant</i>	27
<i>Attornies, and Proceedings against them</i>	73
<i>Authority and Jurisdiction of the Court</i>	1

B.

<i>Bail</i>	21
<i>— Before the Commissioners</i>	22
<i>— Plaintiff may except against Bail within twenty Days</i>	24
<i>Bail-Bond, in what Time it may be assigned</i>	22
<i>Bill, against an Attorney</i>	118

C.

<i>Capias. See Writs.</i>
<i>Ca. Sa. See Writs.</i>

The T A B L E.

Certiorari. See Writs.	
Clerks and Officers of B C,	2
Cognovit Actionem, and Judgment thereon	48
Commitment to the Fleet after Judgment	131
— In Discharge of Bail	ibid.

D.

Declarations, Of delivering them	26
— Of delivering them against Prisoners	157
— By an Attorney of B C,	114
— By an Executrix	108
— On a Bill filed against an Attorney	118
— In Case, upon a Mutatus for Money lent	97
— Indebitat Assumpsit, for Money had, and received	98
— For Money laid out, and expended	102
— For Goods sold and delivered	106
— Upon an Infimul Computasset	107
— Against the Indorser of a Promissory Note	99
— Against the Drawer	103
— Against a Sheriff, for suffering an escaped Prisoner to go at large	159
— In Debt, on a Bond	92
— Upon an Emisset for Goods bought	95
Declaration. Debt, upon a Mutatus for Money borrowed	96
— Upon an Infimul Computasset for Money due on Account	97
— In Ejectment	108
— In Trespass	115
— In Trespass and Assault	116

Decla-

The T A B L E.

Declaration, <i>In Trover</i>	117
Vide the King's Bench.	
Declaration. On a Promissory Note against the Drawer, at the Suit of an Indorsee	163
— Against the Drawer, at the Suit of Partners	166
— At the Suit of an Indorsee, and upon a Foreign Bill of Exchange	169
— Upon a Foreign Bill of Exchange, ac- cepted at the Suit of an Indorsee	176
— For an Assignee of a Bankrupt, against two Defendants, where one died before he pleaded	179
— Upon a Policy of Assurance	182
— Upon several Promissory Notes, Signed by the Agent of the Defendant, at the Suit of an Assignee of a Commission of Bankruptcy	187
— Upon a Bill of Exchange, accepted only by Verbal Acceptance	192
— Upon a Foreign Bill of Exchange ac- cepted	195
— For building a Shed which stopt up the Light	197
— For defaming a Man	200
— For Money lent, laid out, and expended for Defendant, and for Money received by Defendant, for Plaintiff's Use	204
Declaration. For not taking a second Bill of Ex- change, and not paying the Consideration	207
— At the Suit of an Administrator, during the Absence of Testator's Son on a Note	211
— On a Promissory Note, against two Part- ners, indorsed by three	215
— On a Promissory Note, Signed by a Gold- smith's Servant, against the Survivor of the Partners	219

The T A B L E.

Declaration, <i>Against Husband and Wife, on a Promissary Note made by the Wife whilst single, at the Suit of an Indorsee</i>	223
— For arresting a Man	225
— At the Suit of an Executor of an Assignee, of the Debts of a Bankrupt	226
— For not repairing Fences	228
— On a Promise to change Cart-Wheels if bad, or return the Money	230
— Upon a Special Account against an Administrator	232
— For not delivering Oxen bought	233
— For not rooting up the Roots of Trees, and digging the Ground according to Promise	234
— For Horse-Hire	236
— For Marriage Money	238
— On a Promise to marry Plaintiff	240
— On a Promise to pay for a Mare on Plaintiff's Marriage	243
— For suffering Defendant to continue in Possession of a Horse for a certain Time	245
Declaration. On Promise to permit the Plaintiff to take half the Profit of a Parcel of Land, in Consideration Plaintiff lent Defendant twenty Pounds without Interest.	248
— On an Assumption to pay forty Pounds, or perform an Award	250
— On a Promise to pay Plaintiff ten Guineas, when one T R should be Lord Mayor of York,	252
— For not fetching away Lead bought	255
— On a Retainer to work	257
— For Husband and Wife, on a Wager won by the Wife	259
— Special for Goods sold	262
Decla-	

The T A B L E.

Declaration, <i>On a special Agreement for Sale of Barley</i>	265
— <i>Special, on a Promise to pay what Plaintiff's Servant should swear was agreed on for Barley, and Charge of the Oath</i>	266
— <i>On a Promise to pay Plaintiff ten Shillings a Piece for all the Sheep he had in the Custody of J B.</i>	270
— <i>For Service done by Plaintiff's Apprentice,</i>	272
— <i>For Barley sold and delivered</i>	274
— <i>For Wares sold, and Work done</i>	276
— <i>For a Taylor for Cloaths, and mending of Cloaths</i>	278
— <i>For not delivering a Mare bought, part of the Price being paid by Plaintiff, and the Residue to be paid on Delivery</i>	279
— <i>For an Executor, against an Executor for Meat and Drink, provided by Plaintiff's Testor for Defendant's Testor.</i>	281
— <i>In Consideration Plaintiff would forbear suing Defendant's Wife for a Debt of Ten Pounds, due from her whilst single, Defendant promised to give Plaintiff a Bond for the same,</i>	283
— <i>For a Mare sold, Six-pence in Hand paid, four Shillings six-pence to be paid on Delivery, and a Bond for the Remainder</i>	285
— <i>In Consideration Plaintiff would marry Defendants Daughter, he promised to pay him sixty Pounds</i>	288
Declaration against an Administrator, in Consideration Plaintiff had delivered to the Intestate two East-India Bonds, he was to be accountable for the same on Demand	289
Decla-	

The T A B L E

Declaration, <i>Against a Husband, to deliver up a Bond made to the Wife whilst single</i>	293
— <i>For Grazing of Cows</i>	294
— <i>Against the Husband, Executor of the Wife, for Money due to her whilst single</i>	296
— <i>For Attornies Fees, against Defendant, late a Maid, now a Widow</i>	297
— <i>By an Executrix of an Attorney, who was Agent for Defendant in the several Courts of Chancery, Exchequer, King's Bench, and Common Pleas.</i>	300
— <i>For Proctor's Fees in the Spiritual Court, by an Administrator</i>	303
— <i>For Loading of Hay and Corn</i>	308
— <i>By a Tutor of the University for Instruction and Board</i>	310
Declaration, <i>In Covenant, on a Lease of Tithes</i>	313
— <i>Upon a Demise of a Capital Messuage for ninety nine Years, if the Lessor and Lessee should so long live</i>	317
— <i>Plea thereto, and Replication</i>	325, 327
— <i>For not paying Money on a Mortgage</i>	330
Declarations in Debr. <i>On a Bill Penal, with two Days of Payment</i>	333
— <i>On a Bill Penal, where there is no Day of Payment mentioned</i>	335
— <i>Upon a Bond, and a Bill Penal, to be paid on Demand against an Administrator</i>	336
— <i>On a Bill, in Consideration of thirty Gui- neas, Defendant promised to get Plaintiff a Waiter's Place in a certain Time, or repay the Money</i>	338
— <i>For a Heifer bought, to be paid on Re- quest</i>	340
Declarations. <i>Upon an Escape of a Prisoner in Execution in the Fleet</i>	ibid.
Decla-	

The T A B L E.

Declarations. For an Escape on a Ca' Sa' on a Judgment in the Common Pleas	343
— Against the Bailiff of a Liberty on an Escape upon a Ca' Sa'	345
— Upon a Judgment recovered in a Court Baron, and for Money borrowed to bring the Action within the Verge of the Court	348
— Upon a Judgment in Debt, recovered in the Common Pleas	350
— Upon a Bail Bond, against the Bail	351
Declaration, On a Bail Bond against the Principal	354
— On a Bond, with Satisfaction for Part	357
— At the Suit of an Attorney on a Bond	ibid.
— Against an Attorney on a Bond, as entered on the Roll	358
— By Husband and Wife, on a Bond made to the Wife when single	359
— On a Bond made to Husband and Wife, and the Wife survived the Husband	360
— On a Bond at the Suit of an Executrix	361
— For Husband and Wife, as Executors and Co-Executors on Bond	362
— In Trespass, for breaking Plaintiff's Close, and treading down the Grass	363
— For pulling down a Wall, and carrying away the Bricks	364
— Plea thereto, and Replication, and Rejoinder	366, 367, 368
— For entering a House with Iron Instruments, and breaking the Doors, and putting Plaintiff and his Family in Fear of their Lives, so that they could not mind their Business	370
— For worrying Sheep with Dogs, whereby many of them died	371
	Eject-

The T A B L E.

E.

Ejectment, and Proceedings thereon	108
— Rule by Consent	110
Exigent. See Outlawry.	

F.

Fieri Facias. See Writs.	
Fines, the Method of passing them	138
— From One to One	143
— From One to Two	144
— From Three to Two	147
— By Husband and Wife	145, 146

H.

Habeas Corpus. See Writs.	
---------------------------	--

I.

Imparlances	29
— General	94
— Special	95
Infant	149
Inquiry, and executing thereof	54
Issues, of making them up	31

I S S U E S.

— That Administration was never granted, and Replication	124
— That he appeared at the Day to a Sheriff's Bond, and Replication	125
— Within Age, and Replication	121
— That he was never Executor	130
— Ad-	

The T A B L E.

—	<i>Administrator</i>	130
—	<i>That he owes not by the Country</i>	33
—	<i>That he owes not, nor detains</i>	128
—	<i>That he did not assume</i>	32
—	<i>Within six Years, and Replication</i>	119
—	<i>To the first, second, and third, Promises and Payment to the Rest, and Replication</i>	122
—	<i>Not Guilty in Case</i>	33
—	<i>In Trespass</i>	ibid.
—	<i>In Assault</i>	ibid.
—	<i>Not dammified to a Counter Bond</i>	126
—	<i>That he does not detain</i>	128
—	<i>That he did not demise, to Debt for Rent</i>	ibid.
—	<i>That it is not his Deed, to a Bond</i>	33
—	<i>To a Bill</i>	34
—	<i>By an Executor</i>	ibid.
—	<i>Not informed to one Promise, and that he did not assume to the other</i>	123
—	<i>That he fully administered</i>	124
—	<i>Came by Descent</i>	130
—	<i>Payment at the Day, and Replication</i>	ibid.
—	<i>Assault in his own Wrong</i>	ibid.
—	<i>Tender of Money on Bond</i>	129
—	<i>Conditions performed</i>	ibid.
—	<i>By Threats</i>	130
—	<i>By Hardships</i>	ibid.
—	<i>That he was never Receiver</i>	ibid.
	<i>Judgments, in what Time it may be Entered for want of a Plea</i>	28
	<i>Judgments without Trial</i>	44 to 52
	<i>Jurata at the Assizes</i>	35
—	<i>In London and Middlesex</i>	36
—	<i>In Quare Impedit</i>	ibid.
	<i>Jurisdiction of the Court of Common Pleas</i>	1
	<i>Says</i>	

The T A B L E.

N.

Says nothing, and Judgment thereon in Case	44
— In Trespass — In Assault — In Co-	
venant — In Debt	45, 46
— In Ejectment	46
— With Remission of Damages	47
Non Prof. when it may be signed	136
— For want of a Declaration	133
Not informed, and Judgment thereon in Case	50
— In Covenant — In Debt — In Eject-	
ment — In Trespass	51, 52
— In Trespass, Assault and Imprisonment	52
Notice of executing a Writ of Inquiry	55
— What sufficient	28

O.

Officers and Clerks of the Court	2
Original special	17
Outlawry, the Method of suing to the Outlawry	133
Reversing Outlawries	137

P.

Plea by Guardian	152
Pleas. See Issues.	
— In what Time the Defendant must appear and plead.	20
Precipe's and Pone's	8 to 20
— In Account	15
— In Annuity	16
— In Assault and Battery	13
— In Case	11
— Special	18
— In Covenant	14
Precipe	

The T A B L E.

Precipe in Debt	8
— <i>Special</i>	8, 9
— <i>In Detinue</i>	16
— <i>In Ejectment</i>	ibid.
— <i>In Trespass</i>	12
Prisoners	
— <i>Rules for Proceeding against them</i>	152
— <i>Rules for discharging Prisoners</i>	157

R.

Records	34
— <i>Of making up Records</i>	ibid.
Relicta Verificatione	49
Returns in B. C. <i>See in the King's Bench.</i>	
Rolls and Judgments, <i>of making them up</i>	44 to 52
Rule to tax Costs, <i>for attending at the Assizes</i>	113

S.

Scire Facias. <i>See Writs.</i>	
— <i>Entry thereof</i>	82
— <i>Proceedings thereon against the Bail</i>	83
Subpoena Ticket	43
Superfedeas. <i>See Writs.</i>	

T.

— <i>Petition for a Tales in Quare Impedit.</i>	39
Tickets for <i>Witnesses on a Subpoena, to testify</i>	43
— <i>On a Writ of Enquiry. See in the King's Bench.</i>	

Venire

The T A B L E.

V.

Venire Facias. See Writs.

W.

Warrants of Attorney

37, 137

W R I T S.

Attachment, <i>Privilege for an Attorney.</i>	73
An Attachment <i>against an Attorney</i>	74
Capias <i>in Assault</i>	13
— <i>In Case</i>	11
— <i>In Trespass</i>	11
— <i>Special</i>	19
— <i>In Covenant</i>	14
— <i>Special, in Debt.</i>	8
Ca. Sa. <i>in Case on Assumption</i>	55
— <i>In Covenant</i>	56
— <i>In Debt</i>	ibid.
— <i>In Trespass and Assault</i>	57
— <i>Upon a Nonsuit in Case</i>	ibid.
— <i>In Debt</i>	58
— <i>At the Assizes</i>	ibid.
— <i>In Ejectment</i>	ibid.
— <i>In Trespass</i>	59
— <i>Against an Executor de bonis proprijs</i>	ib.
— <i>After Scire Facias</i>	60
— <i>Testatum Ca. Sa.</i>	56
Certiorari	74
— <i>For an Attorney of the Common Pleas</i>	74
— <i>To remove a Plea into the Common Pleas</i>	
	75
Elegit <i>in Debt</i>	68
— <i>For</i>	

The T A B L E.

—	<i>For Damages in Trespass</i>	69
—	<i>After an Elegit</i>	70
Fieri Facias in Case, for not performing several		
Promises		61
—	<i>For Words</i>	ibid.
—	<i>In Covenant</i>	62
—	<i>In Debt</i>	ibid.
—	<i>In Ejectment for Damage</i>	ibid.
—	<i>In Replevin</i>	63
—	<i>In Trespass</i>	ibid.
—	<i>The like against Two Defendants, where several Damages were recovered</i>	ibid.
—	<i>Against an Administrator</i>	64
—	<i>Against Executors in Covenant</i>	66
—	<i>Against an Executor de bonis propriis</i>	67
—	<i>per Default, after Nihil returned, on Sci. Fa.</i>	66
—	<i>For Costs on a Writ of Possession</i>	73
—	<i>Testatum Fi. Fa. in Debt</i>	64
Habeas Corpus cum Causa ad fac. and Rec.		76
—	<i>To the Marshall's Court</i>	ibid.
—	<i>Upon a Capi in Debt</i>	77
Habeas Corpora Jur.		40
Inquiry		54
Non omittas Capias		15
Original Writ		17
Procedendo to the Marshall's Court		78
—	<i>Another</i>	79
—	<i>Sur' Habeas Corpus Return in Cur' Possession</i>	80
—	<i>Scire Facias general after a Year and Day</i>	80
—	<i>Entry thereof</i>	82
—	<i>Against the Bail</i>	83
—	<i>Upon a Recognizance against the Bail</i>	85
Vol. II.	C c	— Against

The T A B L E.

— <i>Against an Executor after a Year and Day</i>	87
— <i>Against Terretenants upon a Judgment re- covered against the Heir in Debt</i>	88
Superfedeas for an Attorney of B. C. impleaded on B. R.	90
— (Quia improvide) Sur' Habeas Corpus	91
— Quia breve erronee emanavit	92
Subpœna ad testificand. at the Assizes	42
— In London or Middlesex	ibid.
— On a Writ of Enquiry. See King's Bench.	
Testatum Capias	19
— Special Testatum Capias	20
Venire Facias	38
— Where the Attorney General takes Issue in Quare Impedit	39

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